

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2015 - 2016 Renewal Notice and Benefit Confirmation

Group: 39985 - Hunt County

Anniversary Date: 10/01/2015

Return to TAC by: 08/03/015

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

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

MEDICAL

Medical: Plan 300-G \$25 Copay, \$300 Ded, 90%, \$1800 OOP Max.

RX Plan: Option 2A-G \$10/25/40

Your % rate increase is: 7.85%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2015	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$749.00	\$807.80	\$ 807.80	\$ -0-	\$-0-
Employee + Child	\$919.74	\$991.94	\$ 807.80	\$ 184.14	\$ 184.14
Employee + Child(ren)	\$1,104.52	\$1,191.22	\$ 809.80	\$ 383.42	\$ 383.42
Employee + Spouse	\$1,582.70	\$1,706.94	\$ 807.80	\$ 899.14	\$ 899.14
Employee + Family	\$1,609.70	\$1,736.08	\$ 807.80	\$ 928.26	\$ 928.26

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

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Basic, 50% Major

Your % rate increase is: 9.90%

Your payroll deductions for dental benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2015	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$25.28	\$27.78	\$ 27.78	\$ -0-	\$ 27.78
Employee + Family	\$68.16	\$74.90	\$ 27.78	\$ 47.12	\$ 74.90

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

#13,749

FILED FOR RECORD
at 11:02 o'clock 11 M

JUL 28 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical

Pre 65

Post 65

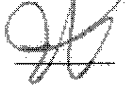
Both

Dental

Pre 65

Post 65

Both



Initial to confirm.

WAITING PERIOD

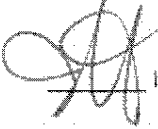
Waiting period applies to all benefits.

Employees

89 days - Day following waiting period

Elected Officials

89 days - Day following waiting period



Initial to confirm.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS

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

BCBS COBRA Department processes COBRA

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

SH Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

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

Agency Name: _____

Agency Address: _____
Number and Street

_____ City State Zip

Broker Representative or Consultant's Name: _____

Contact Phone Number: _____

Contact Email Address: _____

_____ Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- Broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/03/015** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

**TAC HEBP Member Contact Designation
Hunt County**

CONTRACTING AUTHORITY

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

Please list changes and/or corrections below.

Name/Title Honorable Delores K. Shelton, CIO/Treasurer Same
Address 2507 Lee Street, Room 106
 Greenville, TX 75401-1097
Phone 903-408-4171
Fax 903-408-4285
Email hctreasurer@huntcounty.net

BILLING CONTACT

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

Please list changes and/or corrections below.

Name/Title Ms. Cindy Hames/Payroll & Benefits Coord. Same
Address PO Box 1097
 Greenville, TX 75403-1097
Phone 903-408-4179
Fax 903-408-4285
Email hcpayroll@huntcounty.net
HIPAA Secured Fax

PRIMARY CONTACT

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

Please list changes and/or corrections below.

Name/Title Ms. Cindy Hames/Payroll & Benefits Coord. Same
Address PO Box 1097
 Greenville, TX 75403-1097
Phone 903-408-4179
Fax 903-408-4285
Email hcpayroll@huntcounty.net

Date: 7-28-2015

Signature of County Judge or Contracting Authority

John L. Horn

Please PRINT Name and Title

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



CERTIFICATE *of* COURSE COMPLETION

The
Paternity Opportunity Program
hereby certifies that
Devyn Hodges
of
Hunt County Clerk's Office
has completed training on
Acknowledgment of Paternity
on this day,
July 9, 2015.

#13,750(1)
FILED FOR RECORD
at 11:00 o'clock A.M.
JUL 28 2015
JENNIFER UNDERKOWSKI
County Clerk Hunt County TX
BY [Signature]

Charles Smith

Charles Smith
Director of Child Support Division

OFFICE OF
NOBLE D. WALKER, JR.
DISTRICT ATTORNEY
Hunt County Courthouse, 4th Floor
P. O. Box 441
Greenville, Texas 75403-0441
(903) 408-4180 - Telephone
(903) 408-4296 - Facsimile

#13,750 (2)
FILED FOR RECORD
at 11:00 o'clock A M
JUL 28 2015
By JENNIFER LINDENZWEIG
Clerk, Hunt County TX

July 22, 2015

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

Via e-mail

Re: Purchase of Color Copier and Laptop Computers

Dear Judge Horn and Commissioners:

Please allow this letter to serve as my request to be placed on the next Commissioner's Court agenda concerning the following:

On October 31, 2012, the Greenville Police Department seized \$215,231.00 in U.S. Currency in Hunt County, Texas. This seizure, and resulting forfeiture suit, was filed and prosecuted at the federal level. However, based upon my office's assistance on the criminal portion of the case, under an equitable sharing agreement with the Feds, my office received \$14,000.00 on March 8, 2012.

We are in need of a color copier as well as up-to-date laptops. We would like to use the funds to purchase a KM C454e Color Copier and three (3) laptop computers. Through the County Purchasing and IT Departments, we received quotes of \$8,530.00 for the copier and \$1,666.00 for each laptop computer. The total cost for all of the above is approximately \$13,528.00. Our plan is to use the remaining funds towards toner for the copier.

Since receiving the funds, my office has provided an annual Equitable Sharing Agreement Certification to the U.S. Treasury Department. The Federal guidelines are extremely similar to those we use at the State level and I am authorized to use these funds for law enforcement purposes that relate to the operation of my office; this includes the purchase of office equipment. My intent is to purchase the above through the County and include it as part of our county inventory of office equipment.

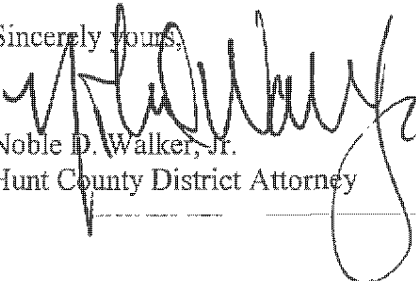
July 22, 2015
Hunt County Commissioner's Court
Page Two

Because these expenditures will come from forfeited funds, there will be no expense to the County for these purchases.

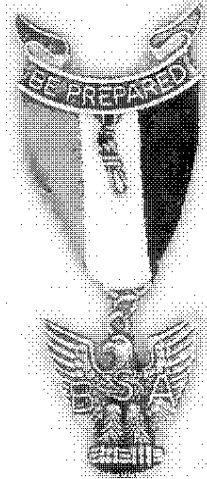
Please do not hesitate to contact me should you have any questions, comments, or require any additional information.

I thank you in advance for your consideration in this matter.

Sincerely yours,


Noble D. Walker, Jr.
Hunt County District Attorney

NDW/



#13,752

FILED FOR RECORD
at 11:00 o'clock A M

JUL 28 2015

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

Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA

Eagle Scout candidate's full legal name Jeffry Lawton

Eagle Scout Service Project Name CAMP HARLOW WATER LINE

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Jeffry Lawton Birth date: December 16, 1997
Email address: justdane2010@gmail.com BSA PID number*:
Address: 9952 Greentree Ln City: Wills Point State: TX Zip: 75169
Preferred telephone(s): Life board of review date: 06/12/14
** BSA PID No., found on the BSA membership card*

Current Unit Information

Check one: Troop Team Crew Ship Unit Number: 322
Name of District: Name of Council:
Unit Leader Check one: Scoutmaster Varsity Coach Crew Advisor Skipper
Name: Sam Mize Preferred telephone(s): 903-269-8807
Address: 3111 Mitchell Street City: Greenville State: TX Zip: 75402
Email address: samuel.miz@yahoo.com

Unit Committee Chair

Name: James Owsley Preferred telephone(s):
Address: City: Greenville State: TX Zip: 75402
Email address: jdo1978@yahoo.com

Unit Advancement Coordinator (If your unit has one)

Name: Courtney Hahn Preferred telephone(s):
Address: City: State: Zip:
Email address:

Project Beneficiary (Name of religious institution, school, or community)

Name: Hunt County Commissioner Court Preferred telephone(s):
Address: 2507 Lee Street City: Greenville State: TX Zip: 75401
Email address:

Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Joe Horn (Hunt County Judge) Preferred telephone(s):
Address: City: State: Zip:
Email address:

Your Council Service Center

Contact name: Circle 10 CEO Pat Currie Preferred telephone(s): 214-902-6701
Address: City: State: Zip:

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Staley Cash Preferred telephone(s):
Address: City: State: Zip:
Email address: staley.cash@driven-solutions.com

Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Tracy Lindsey Preferred telephone(s): 903-268-2566
Address: Jamie WAY City: Greenville State: Texas Zip: 75402
Email address: GreenvilleScouts@gmail.com

Camp Harlow Waterline Restoration – Jeffry Lawton

Waterline Replacement Project

- *Dig trench from water main to location of new water spigot near restroom (700 ft)*
- *Put in 1" Pex or PVC pipe*
- *Landscaped area for a hydrant near restroom (using landscape timbers and gravel)*
- *Support for the water spigot from T Posts*

Old Water Line



New Water Line



Summary of Project

- **While it's a further distance, the new water line will be replacing the old, broken water line with a new, more efficient water line.**
- **Current water line leaks and swamps out the area near the pavilion, so I plan to make an area out of landscape timbers and gravel to prevent this from happening**
- **New water line will also give water to the restroom.**

Projected Cost of Project

- **While this is not 100% accurate, these are the projected costs of what we are going to need**
- **Pex pipe - \$70/100 ft**
- **Frost Free 5ft Ranch Hand Hydrant - \$100**
- **1 inch ball valve (2) \$14.96 each**
- **8 Landscape timbers - \$3.50 each**
- **Gravel - \$100**
- **Valve housings (2) \$25 each**
- **Projected total cost - \$1,160**

Project Description and Benefit

Briefly describe your project.

My proposed project is to replace the water line at Camp Harlow. The new water line would be 1" PVC or PEX; at least 24" deep, and run from a new shut-off valve at the meter to a new frost-free hydrant immediately South of the soon to be newly renovated bathrooms. The hydrants location will be landscaped with gravel and landscape timbers to ensure the area doesn't become a swamp.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)

Click above box to add an image. Click here to add an image caption.

Click above box to add an image. Click here to add an image caption.

Tell how your project will be helpful to the beneficiary. Why is it needed?

The current water line is easily broken, the existing hydrant is in a bad location that creates a swampy/muddy mess adjacent to the Pavilion. New water line will be buried at the proper depth, with an easy access main valve, and the new frost-proof hydrant will be located in an area landscaped for a hydrant (gravel and landscape timbers).

When do you plan to begin carrying out your project? 08/15/15

When do you think your project will be completed? 08/16/15

Giving Leadership

Approximately how many people will be needed to help on your project? 10-15

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I will ask my scout unit, my family, and select few friends from other troops and school to help

What do you think will be most difficult about leading them?

I believe that keeping people on task is going to be the hardest part. To avoid this, I will be prepared with a plan of who is going to do what at all times, so that I can keep them busy.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

1" PVC or Pex piping

Fittings

Frost free hydrant

T Posts

Gravel

Timbers

2 1" ball valves

Valve housings

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Lunch & Dinner, Drinks, Water, 10x10 Canopies.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Shovels, trencher, saw and wrenches (for pipe), T-post driver, Lawnmower/weedeater

Other Needs

Items that don't fit the above categories, for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

County assistance with trenching, pipe, and gravel.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Judge Horn, Hunt County Commissioners, 811, Dig safe.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below:
(Include sales tax if applicable)

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Materials:	\$700.00	I'm hoping to receive help from the county in way of the Trencher, pipe, and gravel.
Supplies:	\$50.00	
Tools:	\$260.00	
Other:	\$150.00	
Total costs:	\$1,160.00	

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Finish plan
2. approval of plan
3. Gather materials/people (Meeting with all helpers beforehand)
4. Planning more
5. Execute plan
6. Finish Report
- 7.
- 8.

Logistics

Check with your council service center to determine if a Tour and Activity Plan is required.

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour and Activity Plan?
Adult leaders trucks for small tools. For gravel, having it brought in.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.
Inproper tool use, sun protection, bugs, wild animals, snakes (tall grass)

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."
Make a drawn out plans that show every step.

Candidate's Promise*

Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed

Date

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed

Date

Name (Printed)

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed

Date

Name (Printed)

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising he conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

Yes No

Signed

Date

Name (Printed)

Council or District Approval

I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the Guide to Advancement, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and further encourage him to share it with a project coach who has been designated for him.

Signed

Date

Name (Printed)

While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (). Council or district approval, however, must come after the others.

Commissioners to consider another Eagle Scout project

By Brad Kellar Herald-Banner Staff | Posted: Monday, July 27, 2015 3:00 am

Two weeks after agreeing to support an Eagle Scout project to make improvements to a local campsite, the Hunt County Commissioners Court appears ready to do it again.

The Commissioners intend Tuesday to consider approval and funding for an Eagle Scout project at Camp Harlow, presented by Jeffry Lawton.

The vote is included under the agenda for the Commissioners' regular meeting, which begins at 10 a.m. Tuesday inside the Auxiliary Courtroom, 2700 Johnson Street in Greenville.

Details of Lawton's proposal were not immediately available.

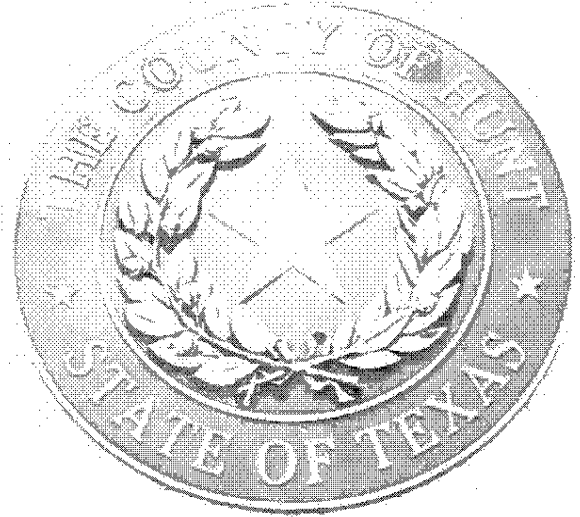
On July 14, the Commissioners approved a proposal presented by Logan Potter with Troop 322 in Greenville to renovate the restrooms at Camp Harlow, a popular campsite in the Kellogg Community. Potter indicated he was planning to clean and upgrade the restrooms at the facility for his Eagle Scout project, estimating the parts and labor would cost approximately \$980.

The Commissioners agreed to the expenditure of \$1,000 from the camp's maintenance account under the county budget.

Potter said he intends to begin the project on Aug. 8.

The 80-acre Camp Harlow, off of County Road 2194, dates to the mid-1950s and was originally established under an agreement between then Greenville YMCA Chairman Paul Mathews, the Hunt County Youth Camp and benefactor Mrs. Leslie Newman.

The camp is currently under the jurisdiction of Hunt County and is frequently used by Boy Scout troops across the area.



Another Eagle Scout project

The Hunt County Commissioners Court intends Tuesday to consider whether to approve another Eagle Scout project for improvements at Camp Harlow.

RESOLUTION # 13,753

FILED FOR RECORD
at 11:02 o'clock
JUL 28 2015
By JENNIFER LINDENZWEIG
County Clerk, County of TX

A RESOLUTION OF THE COUNTY OF HUNT, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO SENIOR CENTER RESOURCES AND PUBLIC TRANSIT, INC., AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program; and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

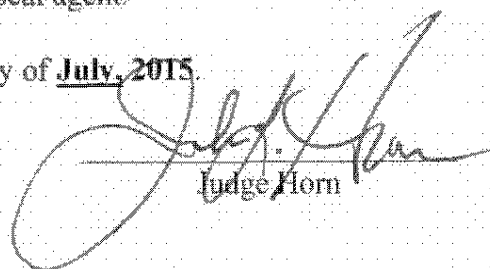
BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$5,000.00 to be used between the 1st of October, 2015 and the 30th of September, 2016.

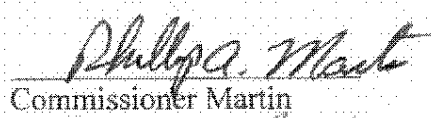
SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

ADOPTED this 28th day of July, 2015.


Judge Horn


Commissioner Evans

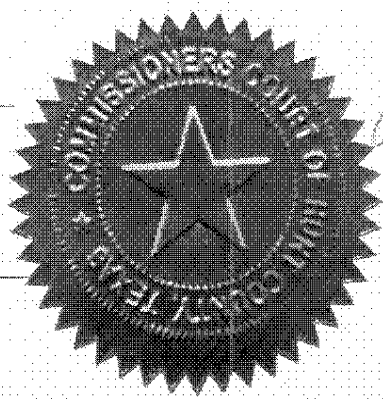

Commissioner Martin


Commissioner McMahan


Commissioner Latham

Attest:


County Clerk



#13,754

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, June 2015

FILED FOR RECORD
at 11:00 o'clock A M

JUL 28 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

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

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$23,112,300.41**

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

This report will be filed with accompanying reports this 23 day of June, 2015.

Delores Shelton
Delores Shelton, Hunt County Treasurer

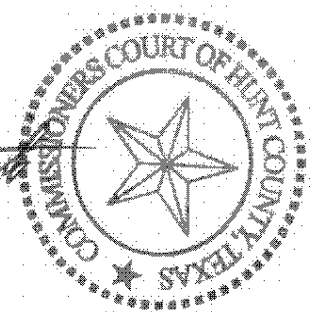
Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

John L. Hora
John L. Hora, Hunt County Judge

Eric Evans
Eric Evans, Comm., Pct #1

Tod McMahan
Tod McMahan, Comm., Pct #2

Phillip A. Martin
Phillip Martin, Comm., Pct #3



Jim Latham
Jim Latham, Comm., Pct #4

Hunt County Treasurer
Monthly Report
June 2015

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	216,914.49	1,640,630.29	-2,162,866.67	1,020,781.20	715,459.31
10-Chase Investment	12,552,655.99	1,333.02	0.00	-1,020,781.20	11,533,207.81
10-Chase Retirement	118,009.22	13.13	0.00	0.00	118,022.35
10-TexPool Investment	1,746,716.65	82.56	0.00	0.00	1,746,799.21
10-TexStar Investment	716,959.63	42.39	0.00	0.00	717,002.02
10-InWood Nat'l Bank CD	555,271.93	448.02	0.00	0.00	555,719.95
10-TexPool Investment, Jail	3,146,060.33	148.63	0.00	0.00	3,146,208.96
10-General Fund Totals:	19,052,588.24	1,642,698.04	-2,162,866.67	0.00	18,532,419.61
20-Law Library	-22,188.53	49,410.00	-7,911.03		19,310.44
21-R&B #1	13,537.47	37,632.75	-93,758.44	50,000.00	7,411.78
21-R&B #1, TexPool Invest	855,272.70	39.48	0.00	-50,000.00	805,312.18
21-R&B #1 Fund Totals:	868,810.17	37,672.23	-93,758.44	0.00	812,723.96
22-R&B #2	86,582.72	37,669.11	-74,455.95	0.00	49,795.88
22-R&B #2, TexPool Invest	924,339.03	43.68	0.00	0.00	924,382.71
22-R&B #2 Fund Totals:	1,010,921.75	37,712.79	-74,455.95	0.00	974,178.59
23-R&B #3	10,615.94	37,745.75	-77,985.39	30,000.00	376.30
23-R&B #3, TexPool Invest	748,464.58	34.78	0.00	-30,000.00	718,499.36
23-R&B #3 Fund Totals:	759,080.52	37,780.53	-77,985.39	0.00	718,875.66
24-R&B #4	20,368.66	42,132.76	-92,606.80	40,000.00	9,894.62
24-R&B #4, TexPool Invest	781,665.91	36.19	0.00	-40,000.00	741,702.10
24-R&B #4 Fund Totals:	802,034.57	42,168.95	-92,606.80	0.00	751,596.72
25-Health Private	68,576.29	5,164.18	-6,798.13		66,942.34
26-State Health Services	-51,083.62	25,981.87	-32,354.70		-57,456.45
27-Hunt County Grants	-498,453.64	94,026.19	-156,019.11		-560,446.56
45-Bond Series 2015	0.00	0.00	0.00		0.00
68-JP, DDC Fee Fund	134,893.10	483.10	-56.96		135,319.24
71-DC Record Management	5,900.49	489.00	-5.28		6,384.21
70-Voter Admin 19	470.00	450.00	-450.00		470.00
74-Elections Special	46,087.66	2,766.52	0.00		48,854.18
75-CA-DWI	10,109.67	96.12	0.00		10,205.79
81-CC Rec Mgt Preservatic	98,070.41	15,839.08	-3,442.97	0.00	110,466.52
81-CC Rec Mgt Pr. TexPoo	80,406.98	3.80	0.00	0.00	80,410.78
81-CC RMP Fund Totals:	178,477.39	15,842.88	-3,442.97	0.00	190,877.30
82-Courthouse Security	94,515.43	4,065.44	-15,369.33		83,211.54
83-Justice Court Sec.	73,352.10	307.90	-554.23		73,105.77

**Hunt County Treasurer
Monthly Report
June 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	36,545.73	715.00	0.00		37,260.73
85-Co & District Court Technol	9,730.28	147.53	0.00		9,877.81
86-County Record Preserv	59,788.61	1,240.00	-13.19		61,015.42
87-Justice Court Technolo	126,088.36	1,286.62	-610.14		126,764.84
88-County Clerk Archive	141,365.72	11,470.00	0.00		152,835.72
89-County Record Mgt Pre	7,682.31	1,474.75	-5,499.85		3,657.21
91-LEOSE	31,203.35	0.00	-26.15		31,177.20
95-Juv Prob. Center Fund	512,479.68	46,964.76	-94,925.87		464,518.57
96-Juv Prob "A-Z" Grant	59,719.05	55,438.94	-44,888.59		70,269.40
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50-Debt Service (I&S)	80,924.18	91,999.56	-81,080.63	0.00	91,843.11
50-Debt Service TexPool Ir	192,684.61	9.13	0.00	0.00	192,693.74
50-Debt Service Fund Tota	273,608.79	92,008.69	-81,080.63	0.00	284,536.85
<hr/>					
61-Right of Way FundTxPoc	63,811.32	3.00	0.00		63,814.32
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Total of Funds:	23,856,114.79	2,207,865.03	-2,951,679.41	0.00	23,112,300.41

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	879,915.51	-1,888.23	878,027.28	03/2054
2015 Tax Notes	2,035,000.00		2,035,000.00	
Series 2015 Refund Bonds	3,955,000.00		3,955,000.00	
2005 Refunding Bond	0.00	0.00	0.00	09/30/2019
Liability Comp Absence	317,191.83	0.00	317,191.83	
Totals:	7,187,107.34	-1,888.23	7,185,219.11	

*Beginning Balance \$906,351.27 as of 4/2014

45-Bond Series 2015 (TexPool) \$200,000.00 \$85.04 \$2,000,085.04

2015		TexPool	Tex Star	Chase	Retiree	InWood-CD	ANB
January		0.0465%	0.0542%	0.0300%	0.0300%	0.9500%	
February		0.0441%	0.0548%	0.0300%	0.0300%	0.9500%	
March		0.0480%	0.0604%	0.0300%	0.0300%	0.9500%	
April		0.0524%	0.0701%	0.0300%	0.0300%	0.9500%	
May		0.0553%	0.0643%	0.0300%	0.0300%	0.9500%	
June		0.0575%	0.0719%	0.0000%	0.0000%	0.9500%	0.25%

2014		TexPool	Tex Star	Chase	Retiree	InWood-CD
January		0.0273%	0.0303%	0.0700%	0.0500%	0.7500%
February		0.0283%	0.0318%	0.0700%	0.0500%	0.7500%
March		0.0299%	0.0400%	0.0700%	0.0500%	0.7500%
April		0.0336%	0.0379%	0.0500%	0.0300%	0.7500%
May		0.0244%	0.0273%	0.0500%	0.0300%	0.7500%
June		0.0284%	0.3220%	0.0500%	0.0300%	0.7500%
July		0.0313%	0.0323%	0.0500%	0.0300%	0.7500%
August		0.0362%	0.0350%	0.0500%	0.0300%	0.7500%
September		0.0333%	0.0317%	0.0500%	0.0300%	0.7500%
October		0.2680%	0.0385%	0.0500%	0.0300%	0.9500%
November		0.0286%	0.0387%	0.0500%	0.0300%	0.9500%

2013		TexPool	Tex Star	Chase	Retiree	InWood-CD
January		0.0988%	0.1103%	0.1500%	0.1500%	0.7500%
February		0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March		0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April		0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May		0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June		0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July		0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August		0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September		0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October		0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November		0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December		0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:		0.0663%	0.0679%	0.1383%	0.1367%	0.7500%

#13,755

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

FILED FOR RECORD
at 10:00 o'clock A.M.
JUL 28 2015
JENNIFER EINDENZWEIG
County Clerk, Hunt County TX

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and Hunt County Tax Assessor-Collector (Agent), located at 2500 Stonewall St., Groesbeck, Texas 75403-1042 enter into this Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue vessel registrations, vessel and outboard motor titling and similar items to individuals and the Agent desires to act as an Agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 31.0341; and

WHEREAS, under the authority of Chapters 11 and 31 of the Texas Parks and Wildlife Code, TPWD issues vessel registrations, titles and renewals through the Boat Registration Information and Titling System (BRITS);

THEREFORE, TPWD and Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on the date of the last signature and ends August 31, 2020 or when funds are not appropriated by the Texas legislature to support the function of vessel registrations, vessel and outboard motor titling, and related items through TPWD. The Agreement may be extended for up to an additional sixty (60) month period. Any extensions shall be written with the same terms and conditions, plus any approved changes.
2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:
 - 2.1. *Account Notice* means: A notice available to the Agent, which can be printed the day following the end of the Sales Period, stating the total sales less the sales tax and commissions withheld by the Agent to show a total amount to be swept by TPWD on a certain date. (see Para. 3.1.7.3)
 - 2.2. *Account Notice Date* means: The date on which an Account Notice is available to the Agent.
 - 2.3. *Agent* means: The Tax Assessor-Collector entering into an agreement with TPWD to issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD.
 - 2.4. *Compliance* means: Adherence to state and federal law and to TPWD rules, processes, policies or procedures. Compliance may be measured in terms of percent or in terms of raw counts.
 - 2.5. *Day of Sales* means: The time period that encompasses all sales that have occurred from when the Agent's office opens in the morning to the time the Agent's office closes. Total sales will be calculated based upon those transactions that occurred during the day, beginning at 12:01 a.m. and will include any transaction conducted that day up to 12:00 a.m. (midnight).
 - 2.6. *Funds* means: All money received by the Agent for issuing TPWD items, regardless of the form or method of payment, except for Agent's commission and boat sales and use taxes collected.
 - 2.7. *Inventory* means: Registration decals and ID card stock paper assigned to each county office issued from TPWD Headquarters.
 - 2.8. *Other Funds* means: Funds due TPWD as repayment for mistakes and overages as set out in Para. 3.1 and Para. 3.3, and damaged and lost inventory as set out in Para. 3.5.
 - 2.9. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notice Date.
 - 2.10. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from the Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.
3. **RESPONSIBILITIES OF THE AGENT:** Agent shall issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD to individuals at each Agent location set out in Schedule 2.
 - 3.1. **Fee Collection and Remittance:** Agent shall:

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

- 3.1.1. Collect from each customer only the fee for each item as established by law or TPWD regulation. Agent understands that such fees may be changed by TPWD and that all changes will be communicated to the Agent and incorporated into BRITS.
- 3.1.2. Each Agent office must have established and implemented internal control procedures in accordance with Generally Accepted Accounting Principles, which function to prevent internal or external fraud and theft from occurring in relation to inventory control; protect confidential customer identification and credit card information; and ensure accuracy of the funds collected and remitted. Periodic audits shall be established as part of this function in order to ensure an ongoing monitoring process.
- 3.1.3. Acknowledge that it is a material breach for Agent to charge a customer an amount greater than that authorized by this Agreement. Upon receiving a customer complaint that Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, the Agent will be required to return the overage to the customer and TPWD may terminate this Agreement.
- 3.1.4. Collect all information and required documentation from customers as required by TPWD.
- 3.1.5. Issue items only in the form prescribed by or furnished by TPWD.
- 3.1.6. Accept payment from customers in the form of cash, check, debit card, or credit card for purchase of any item sold under this Agreement, except when Agent does not accept one of the above payment methods in its usual course of business. Agent is responsible for all charges or losses related to acceptance of any such form of payment.
- 3.1.7. Electronic Funds Transfer Account:
 - 3.1.7.1. Agent shall establish an account with a financial institution with the capability to transfer funds electronically in a manner that is acceptable to the State Comptroller for the deposit of all Funds received under this Agreement and for the deposit of all Other Funds due TPWD. Agent shall furnish to TPWD, at least ten (10) business days prior to the beginning date of this Agreement, all information pertaining to Agent's account as set out in Schedule 2. Agent shall provide TPWD with two (2) weeks prior notice of changes to the account. If changing accounts, Agent shall continue to fund the prior account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.
 - 3.1.7.2. Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the Agent's designated bank account listed in Schedule 2. Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.
 - 3.1.7.3. Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notice made available to Agent by TPWD and to adjust entries to correct errors and to collect additional charges, as authorized under this Agreement.
- 3.1.8. Scheduled Sweeps:
 - 3.1.8.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 1. Agent understands and acknowledges that it holds all Funds in trust for TPWD.
 - 3.1.8.2. The date of the electronic sweep will be indicated on the Account Notice and will be available to the Agent two (2) business days prior to the Scheduled

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Sweep Date. The Account Notice will list the total sales minus the commission and sales tax and indicate the amount to be swept by TPWD. The Agent Activity Report will reflect order reference numbers for transactions listed by day during the Sales Period. Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

3.1.9. Insufficient Funds:

3.1.9.1. Agent shall provide the amount of funds due TPWD set out in the Account Notice, making the funds available for the account transfer on the Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. Agent acknowledges and agrees that is a material breach of this Agreement to have insufficient funds in the account available for transfer on Scheduled Sweep Dates.

3.1.9.2. If Agent does not have sufficient funds in an account for transfer on a Scheduled Date, TPWD may immediately terminate Agent's ability to issue items through the system or other methods. TPWD may also require Agent to pay the funds by cashier's check, money order, or other payment method.

3.2. BRITS System Support:

3.2.1. If the Agent requires assistance with vessel or outboard motor processing issues, such as void authorizations, fees, supporting documentation, or business rule overrides, or any other related questions, Agent should contact the TPWD Boat Section Field Liaison phone bank at (512) 389-4393 or (512) 389-8090.

3.2.2. If the Agent has trouble with the printer or the network connection, Agent should contact the Texas Department of Motor Vehicles (TxDMV) at (512) 465-4010.

3.2.3. If the Agent has computer operating issues and problems related to system functionality provided through TPWD, Agent should contact the TPWD Help Desk at (512) 389-4357.

3.3. Voids:

3.3.1. In the normal issuance of vessel registrations, vessel and outboard motor titling and similar items, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), a transaction involving the wrong item or failure of the buyer to communicate current information on address, or other ownership transaction related problems.

3.3.2. The Agent may void the transaction with an authorization code issued by an authorized Agent supervisor or acquired from TPWD Headquarters. Voided transactions must meet the following criteria:

3.3.2.1. The void must occur on the same day the transaction was processed;

3.3.2.2. The void must be processed at the originating office location;

3.3.2.3. The transaction to be voided must be the last transaction for the specific asset (TX numbered item);

3.3.2.4. The same employee that entered the transaction in error must also void the transaction. If the employee is unavailable, a supervisor may also void the transaction for that employee;

3.3.2.5. The employee must return the original form of payment to the customer;

3.3.2.6. The employee must collect all titles, decals and other items related to the transaction processed in error; and

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

- 3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.
- 3.3.3. Voided transactions and supporting documentation shall be submitted with the Agent's normal processing office paperwork for mailing and subsequent imaging to TPWD Headquarters as instructed by the TPWD Document Packaging and Processing Procedures which are located within the BRITS Users Manual.
- 3.3.4. Voids that do not meet the criteria established in Para. 3.3.2 must be submitted to TPWD Headquarters for the void to be processed and completed. Voids that are completed by TPWD Headquarters on behalf of the Agent and that require money to be refunded, will either be credited to the Agent through the Account Notice or refunded via warrant directly to the Agent. **Agents are responsible for refunding money to customers.** Agents should refer all customer questions for the voided transactions submitted to TPWD Headquarters to (512) 389-4393 or (512) 389-8090.
- 3.3.5. All Agents submitting requests for TPWD Headquarters voids are required to mail (or hand deliver) all documents pertaining to voided transactions to TPWD with all required documentation. All inventory related to these voided transactions must be attached to the Void Request Form and signed by the Agent's employee and Agent's supervisor when submitted to TPWD. Unless inventory is returned or an affidavit of loss signed by the customer is provided with the Void Request Form, the Agent will be charged the cost established by TPWD in Para. 3.5.4.
- 3.4. Agent Compliance with TPWD Processing Requirements:
- 3.4.1. As each Agent enters transactions, they will be instantly updating the state system of record for boats and outboard motors. Due to this feature, accurate compliance with TPWD regulations is key in recording and protecting individuals' ownership of these assets. In order to ensure accurate information, TPWD Headquarters Boat Titling and Registration Section staff may conduct post audits of transactions processed by each Agent and produce a compliance audit report as resources allow, listing the number of transactions reviewed and the number of non-compliance items found for all offices, inclusive of TPWD locations. If an Agent's non-compliance continues for a six month period, TPWD may request a plan in writing from the Agent as to how it will correct the noted errors. If the non-compliance continues after the plan is put into place, TPWD reserves the right to suspend processing privileges to title or register vessels and outboard motors.
- 3.4.2. Full compliance means adherence to the following standards:
- 3.4.2.1. Compliance with all state and federal laws pertaining to the registration of vessels, the titling of vessels and outboard motors, ownership of vessels and outboard motors, and the collection of associated fees and taxes as outlined under the Texas Water Safety Act, Chapter 31 of the Texas Parks and Wildlife Code; Title 31 of the Texas Administrative Code, Part 2, Chapter 53; the Texas Tax Code, Chapter 160; and the Texas Property Code, Chapters 59 and 70.
- 3.4.2.2. Processing transactions in accordance with instructions for general processing from the "Basics to Boat Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, and the "BRITS User's Manual" issued by TPWD Headquarters.
- 3.4.2.3. Accurate tracking and control of inventory issued by TPWD.
- 3.4.2.4. Obtaining and submitting all supporting documentation required for each transaction as stated in the matrix requirements supplied by TPWD. All

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

"Requirements for Specific Transactions" matrices are available on the TPWD website at: http://tpwd.texas.gov/fishboat/boat/owner/titles_and_registration/

Transactions should not be completed unless the required documentation is obtained. Each Agent office conducting transactions on behalf of TPWD shall submit to TPWD:

- Required documentation completed in full as described under the matrices;
- Completed Application form PWD 143, PWD 144, PWD 143M, PWD 144M, PWD 231, PWD 309A, PWD 309B, PWD 310A, PWD 312, PWD 314, PWD 403, PWD 504, PWD 581, PWD 738, PWD 763, PWD 778, PWD 790, PWD 1055, PWD 1056, PWD 1084, PWD 1175, PWD 1208, PWD 1238, or PWD 1340, as applicable, with all required information and original signatures;
- Original manufacturer's Statement of Origin (MSO), Builder Certificates, titles or out-of-state or federal documentation, when required, with original signatures from the owner of record or lawful representative;
- Bill of sale, invoice or signed tax affidavit from the seller. This bill of sale must list the date of sale, the sales price of each item (vessel, outboard motor, related accessories), a description of the item (make, TX number or serial number and year built), purchaser's name and seller's signature or signature of lawful representative;
- Lien Release in the acceptable format as outlined in the matrix requirements;
- Original or unaltered copies of any required legal documentation; and
- Required notary signature on forms with notary requirement.

No exception to the required documentation shall be made unless approved through the TPWD Headquarters staff. All exceptions must be thoroughly documented, explained in writing on the submitted paperwork, and signed and dated by the Agent's staff, noting the name of the TPWD Headquarters staff who approved the alternative process.

3.4.3. Ownership transactions that do not have the appropriate supporting documentation may be voided by TPWD. Examples of transactions that may be voided include, but are not limited to:

- Transfer of ownership without a Texas title;
- Transfer of ownership with no out-of-state title or registration provided (registration information is required for non-titling states);
- Transfer of ownership with partial or no title assignment;
- Transfer of ownership with no release of lien when a lien is listed on record;
- Transfer of ownership with no signature of seller;
- Title issuance with no Manufacturer Statement of Origin (MSO) or Builders Certificate or inaccuracies on MSO assignment on a new vessel or outboard motor;
- Transfer of ownership with no supporting documents supporting the authority to sell on behalf of the deceased owner, including an heirship affidavit, letters of testamentary, court order, trust, power of attorney, etc.;

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

- Transfers with obvious forgery or alteration on any part of the transaction;
- Transactions that transferred the wrong vessel or outboard motor;
- Transactions that have no serial number (HIN/MIN) on record (does not apply to registration of a USCG documented vessel);
- Transfer of ownership with an invalid marine dealer licensee number;
- No bill of sale, no invoice or tax affidavit signed by both seller and purchaser;
- Right of Survivorship form accepted after owner of record is deceased;
- Use of Power of Attorney after the owner of record is deceased; or
- Fraudulent and/or false entry of customer information.

3.4.4. All transaction paperwork, titles, decals and registration cards required for processing transactions must be batched and submitted to TPWD Headquarters weekly. This paperwork shall be received not later than the following Friday of the next business week. Delays in the submission of the associated documentation may result in the delay of titles and other items that are fulfilled by TPWD Headquarters. Each Agent shall submit paperwork in bundled order according to the TPWD Document Packaging and Processing Procedures stated within the BRITS Users Manual.

3.5. Inventory:

3.5.1. The Agent offices will be issued registration decal inventory and ID card stock to be used for all registration transactions. The Agent shall be responsible for maintaining an inventory record of the registration decals as they are issued by reconciling each decal against the Decal Distribution Log Report, which is available in BRITS, and accounting for any discrepancies.

3.5.2. The Agent shall accept inventory mailed to the Agent by confirming receipt of the assigned inventory in BRITS. The Agent is responsible for verifying the accuracy of the inventory by comparing the physical inventory received to the TPWD Decal Consignment Confirmation Form received with the inventory shipment. The form will ensure that: (a) the Agent received the proper inventory requested; (b) the inventory sent corresponds to the inventory listed on the Decal Consignment Confirmation Form; and (c) the Agent receives instructions about how to confirm receipt of the inventory in BRITS and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BRITS, or notify the TPWD Boat Section Field Liaison phone bank in the event of any discrepancies, within seven (7) calendar days of inventory delivery. The inventory will not be available for use until its receipt is confirmed in BRITS. Unused inventory must be accounted for and returned when no longer valid for use.

3.5.3. Registration decals that are voided must be attached to the Void Request Form and sent in with all other transaction paperwork.

3.5.4. The Agent is responsible for assigned inventory consisting of registration decals and ID card stock paper. If the Agent cannot account for assigned inventory, the Agent shall be responsible for remitting the value of the lost inventory at a rate of \$53 per piece of inventory. TPWD will not ship additional inventory until payment for lost inventory is received.

3.5.5. TPWD will monitor Agent's lost inventory payments and, after two such instances, TPWD will require Agent to provide a reason for the repeat circumstances and a corrective action plan to ensure no further instances of lost inventory. If not satisfied with the corrective

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

action plan, TPWD reserves the right to suspend the Agent from acting on behalf of TPWD.

- 3.5.6. Agent shall receive applications, forms and other documents from TPWD in order to complete transactions. These documents are considered supplies, not assigned inventory, in that they have minimal monetary value. All forms can be printed from the agency web site at: <http://tpwd.texas.gov/fishboat/boat/forms/>
 - 3.5.7. Additional supplies can be requested by calling (512) 389-4479. Additional decal inventory can be requested by submitting a request in writing to the TPWD Boat Section Field Liaison phone bank either by fax at (512) 389-8323 or by email to BoatReg@tpwd.texas.gov. Requests should include the requestor's name and Agent Location, the quantity and expiration year of the decal inventory requested, and a contact phone number.
- 3.6. Staff: The Agent shall:
- 3.6.1. Maintain staff that is adequately trained in the maintenance and use of the BRITS application. Agent shall ensure that all staff that works with the public has a general knowledge of the services available and general knowledge of laws and regulations that apply to each service as listed under the "Basics to Boat Transactions" training document and the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices.
 - 3.6.2. Not release information regarding a boat or outboard motor with a status of "Stolen." Each Agent office shall contact TPWD to verify that the status is valid and notify their County, City or TPWD law enforcement to provide information for recovery of the stolen asset. This notification will not apply to situations where an insurance company is transferring ownership due to the payment of a customer's theft claim.
 - 3.6.3. Submit a BRITS Log-in Request Form (PWD 0057B) if any Agent has a change regarding a current user of the system. This form must be signed by the Agent representative. User changes include termination of employees, addition of employees or a change in an employee's duties related to the system. User log-ins will not be shared or transferred from one employee to another.
 - 3.6.4. Notify TPWD Boat Titling and Registration Liaison at (512) 389-4393 or (512) 389-8090 of any change in staff, office supervisor, business or mailing address, contact email address, or phone number.
 - 3.6.5. Request any changes for user's roles at least two (2) days in advance of the needed change.
- 3.7. Sales Commission: Agent will be paid a 10% (Ten percent) commission, or any other amount as established by the Texas Legislature, on TPWD fees for sales made by the Agent as stated under the Texas Parks and Wildlife Code, Chapter 31, Section 31.048(b).
- 3.8. System Configuration and Use: The Agent shall:
- 3.8.1. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession of materials (including inventory items) or supplies furnished under this Agreement to a party other than the Agent's satellite office locations.
 - 3.8.2. Contract with TxDMV to support the internet connections and printers necessary to conduct TPWD-related transactions.
 - 3.8.3. Maintain appropriate inventory of ID card stock paper, applications, forms and decals based upon sales volume. In order to responsibly budget resource expenditures, TPWD

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

may limit the quantities of supplies based on the number of transactions processed by each Agent.

- 3.8.4. Notify TPWD immediately if any unauthorized user obtains access to the system. Until TPWD receives such notification, the Agent understands and agrees that the Agent shall continue to be responsible for payment for all transactions that are processed through the Agent's users.

3.9. Recordkeeping: The Agent shall:

- 3.9.1. Allow employees or representatives of TPWD or the Texas State Auditor's Office access to Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas, 78744. Further, Agent will allow TPWD and/or the Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of Agent to allow access to or provide records as required under this Agreement is a material breach.
- 3.9.2. Comply with the Texas Sales Tax remittance requirements as outlined in the Texas Tax Code and Chapter 31 of the Texas Parks and Wildlife Code.

3.10. Other Requirements: The Agent shall:

- 3.10.1. Not accept customer's remittances for transactions if the system is unavailable.
- 3.10.2. Furnish to TPWD, without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.
- 3.10.3. Allow authorized employees or representatives of TPWD access to Agent's premises during normal hours of business.
- 3.10.4. Be responsible for its actions and those of its employees, officers, or agents and, to the extent permitted by law, indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of the Agent, its employees, officers, or agents.**
- 3.10.5. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees or TPWD Commissioners that may be involved, either directly or indirectly, in any aspect of Agent's issuance of items under this Agreement.
- 3.10.6. Implement and follow all rules and procedures provided in writing to Agent or available from TPWD's web site.

4. TPWD RESPONSIBILITIES: TPWD will:

- 4.1. Designate a contact person to coordinate and to help resolve any issues between TPWD and Agent expeditiously and fairly. TPWD will provide training aids for Agent and Agent's employees.
- 4.2. Maintain a help desk to provide assistance to Agent.
- 4.3. Provide Account Notices prior to sweeping funds from Agent's account(s) and daily activity reports.
- 4.4. Provide supplies and materials needed to perform duties under this Agreement such as ID card stock paper, applications, decals, void request forms and other related forms.

5. **SEVERABILITY**: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

6. **FORCE MAJEURE:** Neither of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the Agent. To obtain release based on force majeure, Agent shall file a written request with TPWD and receive written approval.
7. **WAIVERS:** Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.
8. **ASSIGNMENT:** Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. This does not apply to a change of County Tax Assessor/Collector.
9. **DISPUTES:** The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Chapter 2260.
10. **SPECIAL CONDITIONS:** TPWD may cancel this Agreement without penalty if subsequent law necessitates cancellation. Nothing in this Agreement is intended to waive any sovereign or governmental immunity to which TPWD is entitled under law.
11. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar day's written notice. TPWD may terminate this Agreement without notice immediately following a material breach by Agent. Upon termination of this Agreement the Agent shall:
 - 11.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;
 - 11.2. Submit all processed transaction documentation according to established schedule or prior to closeout;
 - 11.3. Provide a listing of all employees with electronic access for deactivation; and
 - 11.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.
12. **RIGHT TO AUDIT:** Agent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.
13. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

For TPWD:

Texas Parks and Wildlife Department
Boat Titling and Registration Section
Attention: Frances Stiles
4200 Smith School Road
Austin, Texas 78744

For AGENT:

Hunt County
Attention: Mr. Randy Wineinger
2500 Stonewall St.
Greenville, Texas 75403-1042

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

14. **COMPLETE AGREEMENT:** This Agreement and the attached Schedules 1 and 2 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may be amended by written agreement of both Parties, which will be attached to the original agreement. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.
15. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.
16. **SIGNATURE AND DELIVERY INSTRUCTIONS:** Agent shall sign this page, make a copy, and send the original to TPWD. Upon signature of TPWD's representative, a copy of the completed agreement will be made and sent back to Agent for its records. If original signatures are desired for Agent's copy, Agent shall obtain signatures on two identical agreements and, upon receipt, TPWD's representative will sign both and return the second back to Agent.
17. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** By entering into this Agreement, the Agent certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- 1) All persons employed to perform duties within Texas, during the term of the Agreement; and
 - 2) All persons (including subcontractors) assigned by the Agent to perform work pursuant to the Agreement, within the United States of America.

The Agent shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Agent, and Agent's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Agent may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

Randy Wineinger
County Agent

Texas Parks and Wildlife Department

Title: Hunt County Tax Assessor/Collector

Title: Director of Purchasing and Contracts

Date: _____

Date: _____

Joshua K
County Agent

Title: Hunt County Judge

Date: 7-28-2015

County Agent

Title: _____

Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 1
Schedule for Sweeping Revenue
Between TPWD and Hunt County Tax Assessor-Collector (Agent)

1. Scheduled Sweeps:

- 1.1. Account Notice Date will occur on Monday each week. The Scheduled Sweep Date (Wednesday) shall occur two (2) business days after the Account Notice (Monday). Whenever the scheduled sweep date falls on a U.S. Federal Reserve holiday, the scheduled sweep date will be the next business day after the holiday. (See Scheduled Sweeps, Para. 3.1.8).
- 1.2. The Account Notice will encompass one Sales Period and include the sales made during each Day of Sales that the office was conducting business. The Sales Period begins on Monday and ends on Sunday.
- 1.3. Offices with substations that deposit funds into the same bank account can generate an Agent Activity Report and Account Notice for each office. A combined Agent Activity Report and Account Notice will be available which shows the combined totals for all offices with the same bank account.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 2
Hunt County Office Information

MAIN OR PRIMARY OFFICE:

1. County Office Name: Hunt County Tax Office
2. Federal Employer's Identification Number: 75-6001017
3. Bank Account Type Checking or Savings
4. Routing/Transit Number: _____
5. Account Number: _____
6. Mailing Address: P.O. Box 1042
City, State, Zip: Greenville Tx 75403-1042
7. Physical Address: 2500 Stonewall St Or Check if same as mailing address
City, State, Zip: Greenville, Tx 75401
8. Office Contact Information:
 - Office Manager's Name: Amy Hurst
 - Telephone Number: 903-408-4031
 - Fax Number: 903-408-4002

SATELLITE OR SUB-OFFICE:

1. Office Name: Quinlan Sub-Station
2. Federal Employer's Identification Number: 75-6001017 Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: P.O. Box 1042
City, State, Zip: Greenville Tx 75403-1042
7. Physical Address: 112 E. Main St Or Check if same as mailing address
City, State, Zip: Quinlan Tx 75474
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: Amy Hurst
 - Telephone Number: 903-408-4031
 - Fax Number: 903-408-4002

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SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: Commerce Sub-Station
2. Federal Employer's Identification Number: 75-6001017 Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: PO Box 1042
City, State, Zip: Greenville Tx 75403-1042
7. Physical Address: 1114 Main St Or Check if same as mailing address
City, State, Zip: Commerce Tx 75428
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: Amy Hurst
 - Telephone Number: 903-408-4031
 - Fax Number: 903-408-4002

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or Check if same as main office
3. Bank Account Type Checking or Savings
4. Routing/ Transit Number: _____ Or Check if same as main office
5. Account Number: _____ Or Check if same as main office
6. Mailing Address: _____
City, State, Zip: _____
7. Physical Address: _____ Or Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Fax Number: _____

COPY AND PROVIDE ADDITIONAL SHEETS IF NEEDED FOR ADDITIONAL LOCATION(S).

#13,756

FILED FOR RECORD
at 11:00 o'clock A M

JUL 28 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
HUNT COUNTY
FOR 9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND GIS/DATABASE
MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 HUNT COUNTY is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 HUNT COUNTY (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act. The local government is required to perform database maintenance activities per this agreement.
- 1.4 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.5 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute Interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days

- after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by

NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 The basic equipment categories are:

- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) - telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- b. Database Maintenance/GIS Equipment
 - i. Computers - hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
- c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Recorders

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).

3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.

3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition, and Capital Recovery*.

3.8 A physical inventory shall be conducted annually by NCTCOG.

- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum-security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times.
- 3.11 Local Government will protect the CPE, ancillary, and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Operations Specialist when there is any scheduled maintenance on commercial power backup generator at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Operations Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble-reporting procedures should be followed.

- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 1. via email to support@nct911.org
 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 3. <http://tracker.nctcog.org/scc>

Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 Schedule these telecommunicators for their 9-1-1 equipment training within 120 days of their hire date.
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by Texas Commission on Law Enforcement mandated rules and regulations for telecommunicator requirements.
- 3.29 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.32 Local Government's 9-1-1 equipment room and communications area shall comply with the American with Disability Act of 1990.

- 3.33 Local Government shall provide current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9- 1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Power cycles each 9-1-1 position at a minimum of 1 time per week.
- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.47 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 The PSAP shall report ANI/ALI discrepancies utilizing the tools in the dispatch mapping solution provided by NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. Problems shall be reported on a new ANI/ALI discrepancy and submitted via the dispatch mapping solution.

- 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.52 Notification of change in medical, law enforcement, or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
- 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
- 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.59 It is recommended that PSAP Agency shall have generator tested at least monthly, and load tested at least once a year, to insure that all NCTCOG equipment remains functional.
- 3.60 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.
- 3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of this agreement.
- 3.62 The make busy shall only be activated in emergency or evacuation situations.

Performance Monitoring

- 3.63 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services; the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.2 Meet the GIS requirements (Attachment E) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices are responsible for coordinating GIS workflows, policies and procedures with the cities in their county, as well as incorporating the GIS data in to the county datasets.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction, which shall include all incorporated and unincorporated areas within a the county
- 5.7 Assign street addresses and ranges, name streets, and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting it as long as doing so comply with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables - 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from NCTCOG by the 10th day of the month following the end of the quarter for salary, rent, utilities, postage, communications, supplies, travel, training, maintenance and other expenses approved by NCTCOG. Request shall be submitted to the NCTCOG 9-1-1 Fiscal Analyst.

- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the GIS maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies, and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection, or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal

business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;

- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 - 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is:
P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is:
Hunt County Courthouse
P.O. Box 1097
Greenville, TX 75403
Attention: Judge John Horn
A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2015 on behalf of NCTCOG and Local Government, and it ends on August 31, 2017. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.

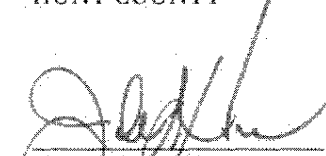
13.4 The following Attachments are part of this contract:

- Contract for 9-1-1 Services between NCTCOG and CSEC (Attachment A)
- Manual ALI Query Request (Attachment B)
- NCTCOG Equipment Room Site Requirement (Attachment C)
- Text to 9-1-1 Testing Requirements (Attachment D) where applicable
- NCTCOG GIS Requirements (Attachment E)
- NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

HUNT COUNTY



Judge John Horn
County Judge

7-28-2015
Date

NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS



Mike Eastland
Executive Director

Date

Attachment A
Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)

RECEIVED
SEP 11 2013
CSEC

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:
- (a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;
 - (b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;
 - (c) the collection of efficiency data on the operation of 9-1-1 answering points;
 - (d) standards for the use of answering points and the creation of new answering points;
 - (e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);
 - (f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and
 - (g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.
- 1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General

Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

- 2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.
- 2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.
- 2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

- (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
- (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
- (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.
- 5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.
- 7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures*.
- 7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.
- 7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding*, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.
- 8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.
- 9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations is incorporated herein as Attachment A, *Recipient 9-1-1 Costs Summary*.

Article 10. Reporting Requirements

- 10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable

law, Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

- (a) financial information regarding administrative and program expenses per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*, and,
 - (b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting*.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: *Quarterly Performance Reporting*.

Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per PPS 026: *Adding a Public Safety Answering Point*.

Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties

described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

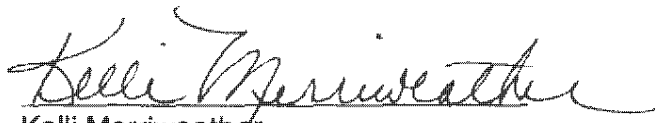
Article 13. Miscellaneous Provisions

- 13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*; and PPS 031: *Local Monitoring*.
- 13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.
- 13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous

representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

- 13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.9 This Contract takes effect on September 1, 2013, and shall terminate on August 31, 2015.

AGREED TO:



Kelli Merriweather
Executive Director

Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942



Date



Mike Eastland
Executive Director

North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76005-5888



Date

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: Hunt County Sheriffs Office

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at Hunt County Sheriffs Office.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments
9-1-1 Program
PO Box 5888

Arlington, Texas 76005-5888

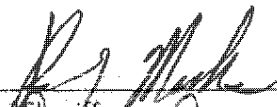
~or~

Fax: 817-640-7492

~or~

Email: mmartin@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:



Chief / Sheriff

7-28-15

Date



Communications Supervisor / Manager

7/29/15

Date

Attachment C
NCTCOG Equipment Room Site Requirements

NCTCOG

9-1-1 EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the back room equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.

- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
Text to 9-1-1 Service Agreement (If Applicable)

North Central Texas Council of Governments

Regional 9-1-1 Program

Text to 9-1-1 Service Agreement

PSAP Name: Hunt County Sheriffs Office

Date: _____

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month. These tests shall be recorded on the monthly reporting form provided by NCTCOG and are due to NCTCOG by the 5th day of each month.

NCTCOG shall provide training, best practice and implementation of this service. NCTCOG shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

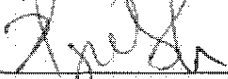
~or~

Email: mmartin@nctcog.org Subject: Text to 9-1-1 Agreement

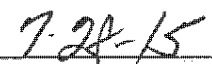
Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:



Chief / Sheriff



Communications Supervisor / Manager



Date



Date

Attachment E
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2015 to August 31, 2017

The 'County' shall coordinate 9-1-1 GIS activities within the county including all municipalities within the counties jurisdictional boundary to develop and enhance the 9-1-1 GIS coverage required for mapped ALI, and Next Generation 9-1-1 (NG9-1-1).

Spatial Data Layers

The 9-1-1 Addressing Coordinator must develop, compile and maintain current, seamless countywide coverage for the following layers:

- I. Address Structure Points
- II. Road Centerlines
- III. City Boundaries
- IV. County Boundaries
- V. Emergency Service Zones (ESZs)
- VI. Emergency Service Boundaries (ESBs) such as Fire, Law, EMS and PSAP where applicable¹
- VII. MSAG Community Boundaries
- VIII. Exchange Boundaries
- IX. Fire Hydrants
- X. Mile Markers
- XI. PSAP Point locations
- XII. Zip Code Boundaries (where possible)

The County shall provide data to the NCTCOG 9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- Road centerlines spatially accurate to within + or – 10 feet verified by GPS if possible, or digitized over spatially accurate Satellite or Aerial Imagery and drawn in the correct direction for the corresponding address range;
 - The following fields at a minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Range information (Left From, Left To, Right From, Right To, High and Low)
 - Pre-directional
 - Street Name
 - Road Type
 - Post Directional (Suffix)
 - Road Full Name
 - Road Class

¹ NCTCOG will discuss editing procedures for Emergency Service Boundaries (ESBs) with the counties. In certain cases, editing of these layers will be disabled on county datasets.

- ESN Left and Right
 - County Left and Right
 - State Left and Right
 - MSAG Community Left and Right
 - Zip Code Left and Right
 - Exchange Boundary Left and Right
 - Maintenance Authority²
- Addressed Structure Points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Structure Number
 - Address Prefix (if applicable)
 - Structure Road Name
 - Structure Name
 - Structure Type
 - Structure Suffix
 - Road Full Name
 - Structure Full Name
 - Structure Class (if applicable)
 - Structure Type (if applicable)
 - ESN Number
 - MSAG Community Name
 - Community Name
 - Postal Community Left and Right
 - Zip Code Left and Right
 - Exchange Boundary Left and Right
 - Maintenance Authority
- City Boundary polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - City Name
 - County Name
- County Boundary polygons spatially accurate to within + or – 50 feet of their true location³
 - The following fields at minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - County Name

² Source responsible for maintaining the data

³ NCTCOG understands that this may not always be possible based on political decisions and surveyor error

- Emergency Service Boundary (ESB) polygons
 - Based on the Next Generation 9-1-1 Requirements and Industry Standards⁴, accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
 - NCTCOG will need to work with each county on a case-by-case basis to resolve any spatial and attribute changes to the ESB boundaries and tables.

- Emergency Service Zone (ESZ) polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Emergency Service Number (ESN)
 - ESN City Name
 - ESN County Name
 - Law Responders
 - Fire Responders
 - Medical Responders
 - PSAP Name

- 9-1-1 MSAG Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - 9-1-1 Community Name
 - County Name

- Exchange Boundary polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Exchange Telco Name
 - Exchange Name
 - Exchange Tandem Name

⁴ NENA 08-003v1 and NENA 71-501v1

Map Update Process

The County shall ensure that the 9-1-1 Child Replica Database is synchronized with the NCTCOG Parent Database on a daily basis⁵ using Web / Geodata Services hosted by NCTCOG. The County shall be responsible for updating all GIS data in the county and municipalities within its jurisdiction as frequently as possible, and all incorporated municipalities on a monthly basis⁶.

Quality Control

The County shall perform Quality Control on their data prior to synchronizing the 9-1-1 Child Replica Database with the NCTCOG Parent Database. The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by the County on a daily basis and communicate issues with each of the municipalities within its jurisdiction on a monthly basis. If any issue regarding the GIS data arises in which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue⁷.

Data Backup

At a minimum the County shall: Maintain weekly back-up copies of critical 9-1-1 GIS data, which shall be stored on a removable media device within a secure location⁸.

⁵ NCTCOG will be providing automated processes to ensure synchronization. As of July 2015, Counties will still be required to manually synchronize the database.

⁶ This does not apply to municipalities that take part in direct replication with NCTCOG

⁷ NCTCOG will be supplying QA/QC scripts to assist the County

⁸ NCTCOG will work with each County Addressing Office to automate this backup process

GIS and Addressing Standards

The County shall comply with NENA GIS and Addressing Standards, in particular the following NENA documents can be used as a reference⁹:

- 02-014
- 02-015
- 71-501
- 08-502

The County Addressing Coordinator shall familiarize themselves with the following Next Generation 9-1-1 / i3 NENA Standards documentation:

- 08-002
- 08-751

NCTCOG will supply documentation to each County Addressing Office that will assist the County in "Workflow" processes such as Standard Operating Procedures (SOPs). This documentation will be made available to the County Addressing Office via a secure website and updated on a regular basis. The County shall review this documentation and provide changes, recommendations, or comments to NCTCOG at the end of each quarter of the Financial Year¹⁰

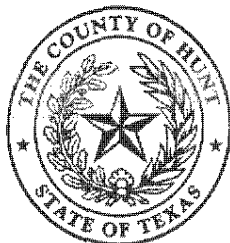
Communication and meetings

The County will attend regularly scheduled meetings at NCTCOG. NCTCOG will aim to host a 9-1-1 GIS / Addressing meeting once per quarter, either at NCTCOG's location or via virtual web technology.

The County Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County needs to notify NCTCOG personnel within two business days.

⁹ A full list of all NENA Standards documentation can be found here: <http://www.nena.org/?page=Standards>.

¹⁰ A schedule with exact dates of when to submit changes, recommendations, or comments will be sent to each County Addressing Office



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

#13,758

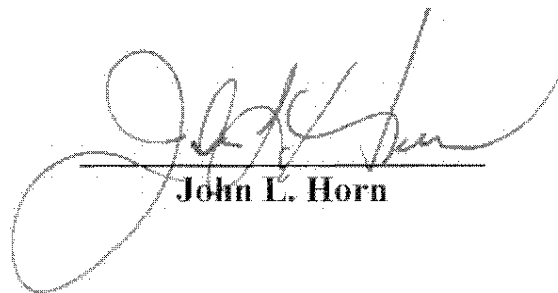
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at 11:00 o'clock A.M.

JUL 28 2015

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

Hunt County Holiday Schedule 2016

January 1	New Year's Day	Friday
January 18	Martin Luther King Day	Monday
March 25	Good Friday	Friday
May 30	Memorial Day	Monday
July 4	Independence Day	Monday
September 5	Labor Day	Monday
November 11	Veteran's Day	Friday
November 24 & 25	Thanksgiving Holiday	Thurs. & Fri.
December 23 & 26	Christmas Holiday	Fri. & Mon.



John L. Horn

#13,759

ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 11:00 o'clock AM

JUL 28 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

THE STATE OF TEXAS

COUNTY OF HUNT COUNTY

THIS CONTRACT AND AGREEMENT, MADE AND ENTERED INTO ON THIS THE 21 DAY OF July, 2015, BY AND BETWEEN HUNT COUNTY COMMISSIONER Phillip A. Martin, PRECINCT 3, AND Wayne Wallace, HEREINAFTER CALLED "PURCHASER".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$ 5235.96 for the purpose of constructing a certain site improvement, to wit:

Upgrade approx. 1744 feet of CR 3508 from Dirt to gravel

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract and Agreement on this the 21 day of July, 2015.

Phillip A. Martin
Commissioner, Precinct 3

X Wayne W Wallace

Purchaser signature
5102 CR 3507

Address of purchaser

Quinlan, St.
75474

#13,760

ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 11:00 o'clock 17 M

JUL 28 2015

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

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 20th day of July 2015, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Ingrid Jones by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$1,260.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 210 feet on CR4429 from dirt to rock

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 20th day of July 2015.

[Signature]
Commissioner's Signature

Ingrid S. Jones
Purchaser signature
3915 CR 4429, Commerce, TX
(Address of purchaser) 75428

#13,761

ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 11:00 o'clock A M

JUL 28 2015

JENNIFER LINDENZWEG
County Clerk, Hunt County, TX
By: [Signature]

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 15th day of July 2015, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Sue Patterson by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$8,100.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 900 feet on CR4507 from rock to oil sand

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 15th day of July 2015.

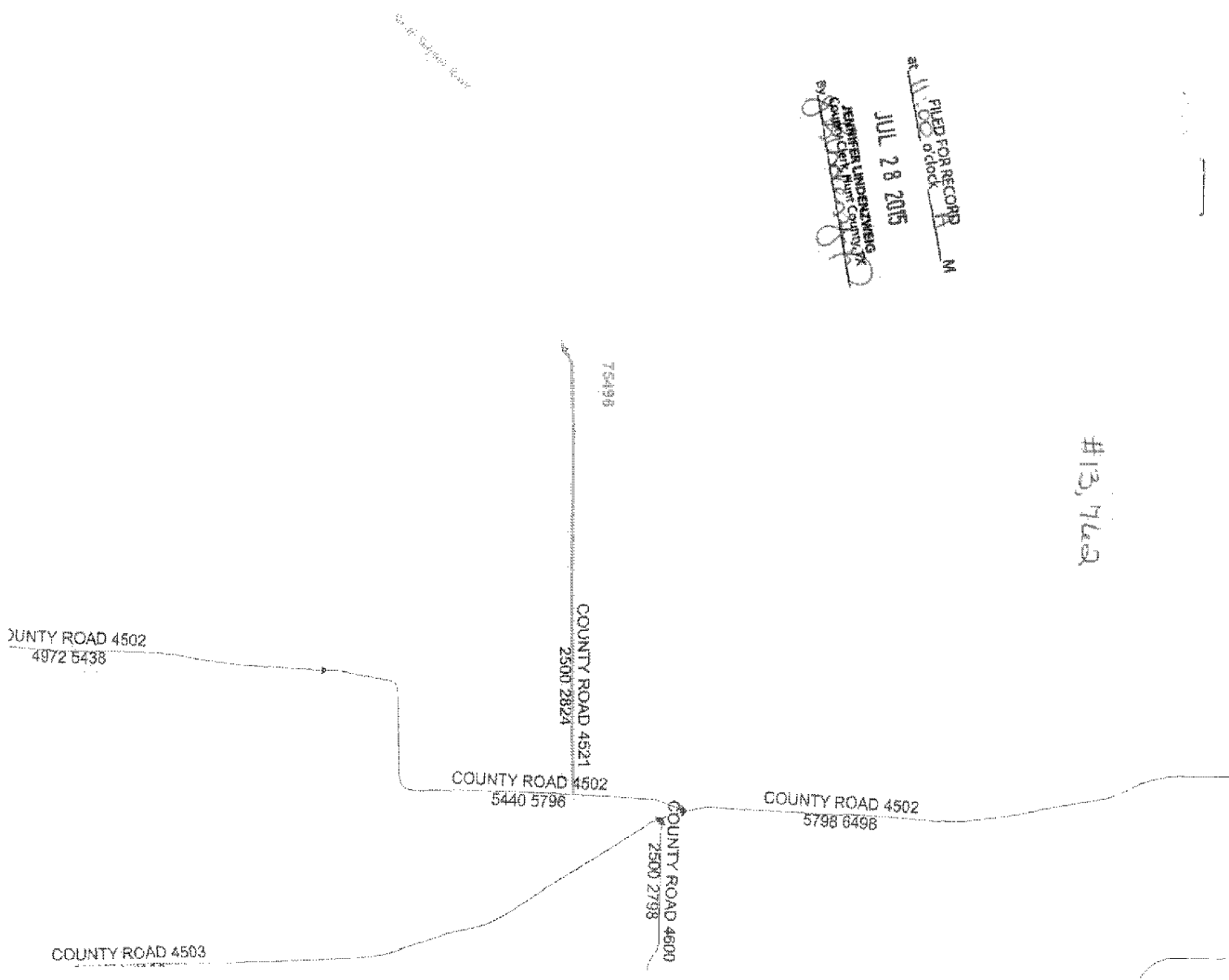
[Signature]
Commissioner's Signature

[Signature]
Purchaser signature
3105 CR 4507
(Address of purchaser)
Commerce, TX

75428

FILED FOR RECORD M
at 11:00 o'clock
JUL 28 2015
JENNIFER LINDENBERG
COUNTY CLERK HUNT COUNTY, TX
BY [Signature]

#13, 762



#13, 763



FILED FOR RECORD
at 11:00 o'clock M

JUL 28 2015

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

July 6, 2015

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

Farmers Electric Cooperative Member: Ronald Shields
Service Order Number: 1506002763

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2242 which is located approximately 1326 feet south of CR 2240 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

Peter Benninger

Peter Benninger
Engineering Asst.

pbenninger@farmerselectric.coop
Phone 903-453-0513
Mobile 903-453-5292

Submitted by Ra'chel Tidwell
Field Engineering Coordinator

Enclosures

#13,766

Fax to: 903-408-4291 Att: Sandy
From: Classification
JAIL COUNT
July 7 - July 20, 2015

FILED FOR RECORD
at 11:00 o'clock A M

JUL 28 2015

JENNIFER LINDENZWENG
County Clerk, Hunt County, TX
By: [Signature]

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
7-Jul	216	45	13	0	0	16	290
8-Jul	217	44	6	0	0	16	283
9-Jul	209	40	17	0	0	16	282
10-Jul	217	42	11	0	0	16	286
11-Jul	219	47	5	0	0	16	287
12-Jul	219	47	13	0	0	16	295
13-Jul	219	50	11	0	0	16	296
14-Jul	218	47	8	0	0	16	289
15-Jul	216	45	12	0	0	16	289
16-Jul	215	45	9	0	0	16	285
17-Jul	212	47	13	0	0	16	288
18-Jul	212	52	8	0	0	16	288
19-Jul	212	52	7	0	0	16	287
20-Jul	213	50	7	0	0	16	286