

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Phillip A. Martin

For Successfully Completing 13.0 Hours of Educational Training

during the

2015 North & East Texas County Judges and Commissioners
Association Annual Conference

July 6-9, 2015

Waco, TX

SEP 22 2015

FILED FOR RECORD
at 11:55 of dock 2 M

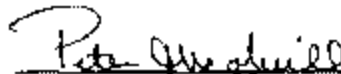
13,829(1)

JENNIFER LINDENZWIEG
By County Clerk, Tarrant County, TX

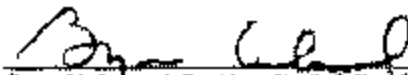
TEXAS A&M
AGRI LIFE
EXTENSION



Douglas L. Steele, Director, Texas A&M AgriLife Extension Service



Peter J. McGill, Director, V.G. Young Institute of County Government

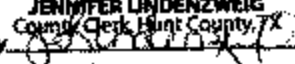


Byron Underwood, President, North & East Texas County Judges & Commissioners Association



V.G. YOUNG
Institute of
County
Government

Erica L. Swicegood, MD
2601 Timberhaven Dr.
Flower Mound, TX 75028
September 8, 2015

#13,829(2)
FILED FOR RECORD
at 11:45 o'clock 9 M
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 

Ms. Lowry
Purchasing Agent
Hunt County
2507 Lee Street, Room 104
Greenville, TX 75401

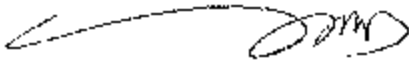
RE: Your Letter of August 18 Concerning Renewal of Psychiatric Services Agreement

Dear Ms. Lowry:

It is my pleasure to offer an extension of our current agreement, without change, for an additional twelve months beginning October 1, 2015.

I trust that this letter is sufficient for your needs. However, if there are other documents required by the County, please let me know at your earliest convenience.

Sincerely,



Erica L. Swicegood, MD

Page #13,829(3)



NEW ACCOUNT EXISTING ACCOUNT

MASTER Agreement For 4 Locations
CUSTOMER SERVICE AGREEMENT

INSTALLATION DATE _____
MM/DD/YYYY

COMPANY NAME (Customer) Hunt County Lone Oak TX LOC. NO. 838
 ADDRESS 2507 Lee Street Greenville TX ROUTE NO. _____
Greenville TX. 75401 CAMP MILLS TX DATE 9-4-15
 PHONE 903-408-4148 Celeste TX SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or (the "UNIFIRST") the rental service(s) at the prices and upon the conditions outlined

FILED FOR RECORD
 11:55 AM
 SEP 11 2015

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD	2015	TOTAL WEEKLY U-LEASE ¹
Short sleeve Smock 4520			1	3/11	33	.32	S	10.56	
Classic Fit Jeans 1091			1	28/11	308	.35	S	107.80	
Relaxed Fit Jeans 10HD			N/A	N/A	N/A	.40	S	N/C	
Blue/White Stripes 0123			1	1/11	11	.26	S	2.86	
Blue/White Stripes 0223			1	5/11	55	.23	S	12.65	
Softwell Uniform Pant 1002			1	9/11	99	.23	S	22.77	
65/35 Shirts 0102			N/A	N/A	N/A	.18	S	N/C	
65/35 Shirts 0202			N/A	N/A	N/A	.16	S	N/C	
Personalized Jacket 1506			N/A	N/A	N/A	.54	S	N/C	
Hip Jacket 1527			1	9/2	18	.61	S	10.98	
3x5 MAT 76AG			1	21	21	1.79	S	37.59	
4x6 MAT 76AR			1	9	9	2.81	S	25.29	
3x10 MAT 76AS			1	1	1	3.57	S	3.57	
SCRAPER MAT 5388			N/A	N/A	N/A	2.40	S	N/C	
Rod RAGS 8023			1		700/350	.08	S	28.00	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.									379.42

CHARGE	AMOUNT
Garment preparation per piece	2.00
Name emblem per piece	2.50
Company emblem per piece	4.00
Direct Embroidery: Wearer name per piece	3.25
Company name per piece	6.75
DEFE (See description on reverse side)	3.00 x
* Per Location	

CHARGE	AMOUNT
Non-stock sizes per piece	25%
Special cuts per piece	25%
Restock/Exchange per piece	2-25
Automatic Wiper Replacement	3% @ .65
Automatic Linen Replacement	5% @ .90

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge

COMMENTS

This is a 36 month Agreement. There are no up front charges for emblems as per TX Buy Board Guide Lines For initial install

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Kath Fuller 9-4-15
SALES REP (Print Name) DATE

ACCEPTED*: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

ACCEPTED: [Signature] 9-4-15
CUSTOMER (Signature) DATE

[Signature] 9-4-15
CUSTOMER (Signature) DATE

[Email]
EMAIL

¹ Out-sizes of 49th & 50th Standard Merchandise are deemed to be Non-Standard Merchandise



NEW ACCOUNT EXISTING ACCOUNT

MASTER Agreement For 4 Locations
CUSTOMER SERVICE AGREEMENT

INSTALLATION DATE: _____ MM/DD/YYYY

COMPANY NAME (Customer) Hunt County LOC. NO. 838
 ADDRESS 2507 Lee Street ROUTE NO. _____
Greenville TX 75401 DATE 9-4-15
 PHONE 903-408-4148 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UN FIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
Center Pull towels 6249			1	3	3	7.55	S	22.65	
Center Pull Dispenses 6268			1	3	3	N/C	S	N/C	
SAP SAP Denim Shirt 027A			1	2/8	17	.32	S	5.44	
SAP Denim Shirt 0178			1	9/11	95	.32	S	30.40	
100% Cotton Shirt 0101			1	11/11	117	.33	S	38.61	
100% Cotton Shirt 0201			1	12/11	125	.33	S	41.25	
36" Dust Mop 8336			1	3	3	.97	S	2.91	
24" Dust Mop 8324			1	4	4	.69	S	2.76	
Mop Handle 24" 8132			1	4	4	N/C	S	N/C	
Mop Handle 36" 8133			1	3	3	N/C	S	N/C	
1 Case Toilet Tissue 6211			N/A	N/A	N/A	N/C	S	N/C	
1 Wet MOP 8116			1	1	1	1.12		1.12	
1 MOP HANDLE 8165			1	1	1	N/C	S	N/C	
1 Go Jo SOAP 1925			1	1	1	7.50	S	7.50	
1 Go Jo Dispenser 1921			1	1	1	N/C	S	N/C	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	2.00
Name emblem per piece	2.50
Company emblem per piece	4.00
Direct Embroidery: Wearer name per piece	3.25
Company name per piece	6.75
DEFF (See description on reverse side)	3.00
* Per Location	

CHARGE	AMOUNT
Non-stock sizes per piece	25%
Special cuts per piece	25%
Restock/Exchange per piece	2.25
Automatic Wiper Replacement	3% @ .65
Automatic Liner Replacement	5% @ .90

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge

COMMENTS

This is a 36 month Agreement. There are NO up front charges for Emblems as per TX Buy Board Guide Lines KF

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.¹

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identities—that has been requested.

SALES REP: Keith Fuller 9-4-15
SALES REP (Print Name) DATE

ACCEPTED: Cheryl Lowery 9-4-15
CUSTOMER (Signature) DATE

ACCEPTED: _____
LOCATION/MANAGER (Signature) DATE

LOCATION/MANAGER (Print Name and Title)

Cheryl Lowery
CUSTOMER (Print Name and Title)
clowery@huntcounty.net
EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² For example: Men's 12 1/2" Ties, 18" Neckties, and Standard Neckties.

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse of the procs and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of Rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in the Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Localor Manager and continues in effect for 6 months after expiration of Merchandise (or new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 6-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges involved.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1.12% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment UniFirst may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

- DEFERRED CHARGES.** Customer's invoices may include a DEFER charge to cover all or portions of certain expenses including:
- D = DELIVERY, or expenses associated with the actual delivery of services and products to customer's places of business, primarily Route Sales Representative home office management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
 - E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
 - F = FUEL, of the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
 - G = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special protection.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated at night and in sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class II or Class III ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility wear will adversely affect its conspicuity.

Healthcare- and Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected or cleaned or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional services recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygiene/decontamination process. (3) Pouching services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special protection. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently chosen to buy and selected the nature, style, work use characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended use, and UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use. (2) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and UniFirst shall not be responsible or liable for any injury or harm suffered by any Customer employee while wearing or using any Merchandise. Customer agrees to release UniFirst, its affiliates, UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from, Customer or Customer employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, acids or other hazardous or toxic substances (including oils). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or soiled beyond repair.

Any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) is not a UniFirst brand, (3) is a customized FR garment, or (4) consists of garments that have been permanently personalized (in all cases known as Non-Standard Merchandise). The discontinuance of any service or order at any time for any reason, including expiration, termination, or discontinuation of this Agreement, with or without Non-Standard Merchandise from Customer's service program, or due to employee relocations (in each case a "Discontinuance of Service"), Customer's termination of this Agreement, or any other cause of Service affecting Non-Standard Merchandise items then in UniFirst's inventory (in-service stock, as well as any manufacturer's stock), Customer hereby paying for same the replacement of charges then in effect.

At the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise (in good condition) and pay UniFirst for all charges then in effect.

LIQUIDATED DAMAGES AND PENALTIES. If Customer breaches or renounces this Agreement before the expiration date for any reason other than a performance guarantee described above, Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledge that such amount is a fair and reasonable estimate with reasonable certainty) an amount equal to 20 percent of the average weekly amounts collected on the preceding 16 weeks, plus an amount equal to the current term. These damages will be in addition to all other damages or amounts owed by Customer to UniFirst for the Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or in connection with this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the County of [] in the State of [] at its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedient Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges its agreement with UniFirst to arbitrate all claims, known or unknown, arising out of or in connection with this Agreement, including any claims that may have to a jury trial or to participate in a class action or class litigation. Any legal action or proceeding, or any part thereof, or enforcement of its claims with those of any other persons, or claims of such persons, if the prohibition against arbitration is found to be unenforceable, then the prohibition against class litigation shall be void and of no force and effect to the extent that it purports to prohibit or restrict the exercise of such rights of law. The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of the defendant's all reasonable pre-arbitration expenses of the arbitration including the arbitrators' fees, administrative costs, travel and out-of-pocket expenses and telephone and telegraph expenses, court costs, witness fees, and attorneys' fees.

The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, modify or amend this Agreement and Customer agrees to accept the prior written consent of UniFirst. Customer agrees that in the event a sale or transfer of UniFirst's assets or business occurs, UniFirst shall remain bound by this Agreement and its responsibilities under this Agreement shall not be assigned to a customer or its affiliates. In the event of a change of ownership or control of UniFirst, this Agreement shall constitute a breach and early termination of the Agreement. UniFirst shall not be bound by any oral or written agreement, whether early or late, that purports to modify or amend this Agreement.

13,824(6)

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HUNT COUNTY**

FILED FOR RECORD
at 11:55 a.m. on
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

OAG Contract No. 1659960

This contract is executed between the Office of the Attorney General (OAG) and Hunt County (GRANTEE) for certain grant funds. The Office of the Attorney General and Hunt County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that

GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to

such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain

services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2015. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of

the next month following the end of each quarter. The quarters for FY2016 end on November 30, February 29, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2016 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the

overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any

act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract. This includes but is not limited to any daily activity reports, time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CTR 200 Super Circular, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable CFR 200 Super Circular, return of grant funds in the event of loss or misuse, and conflict of interest

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or

presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act

or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any

subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

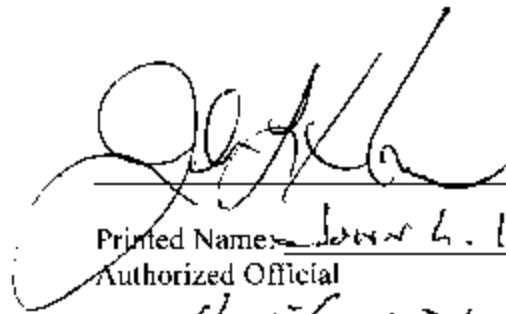
12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

Printed Name: _____
Office of the Attorney General

HUNT COUNTY



Printed Name: James L. Hoen
Authorized Official
Hunt County, Texas

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HUNT COUNTY**

OAG Contract No. 1659960

EXHIBIT A

Population Size: Medium

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$14,046.48	\$2,453.88	12	\$16,500.36

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HUNT COUNTY**

OAG Contract No. 1659960

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

#13,829(7)

R-12 Service Agreement Renewal Notice



11000 Lee Street, 2nd Floor
Greenville, TX 75401
Phone: 972.462.8800
Fax: 972.462.8801
www.appriss.com

DATE: July 22, 2015

CUSTOMER NAME: Hunt County

LOCATION: 2500 Lee Street, 2nd Floor
Greenville TX 75401

PROJECT TYPE: Hunt County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: March 17, 2004

SERVICE AGREEMENT RENEWAL DATE: September 1, 2015

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2016

FILED FOR RECORD
at 11:45 o'clock A.M.

SEP 22 2015

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

PROJECT PRICING: \$ 16,500.36 (Quarterly Amount \$4,125.09)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-12 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

CUSTOMER BY:

Thomas R. Seigle

[Signature]

Signature

7/23/2015
Date

Signature

9-22-2015
Date

Thomas R. Seigle
President

Hunt County Judge
Title *Jana L. Moran* Name

**Exhibit R-12 Maintenance Renewal
Automated Victim Notification Services
Hunt County**

Category: Pilot - Medium

Subject to the terms and conditions included in the Agreement, this Exhibit R-12 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2016.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/16	Total Maintenance Amount Due
\$ 14,046.48	\$2,453.88	N/A	\$16,500.36	\$4,125.09	12 Months	\$16,500.36

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" ¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

#13,830

**Lakes Regional Community Center
Utilization of County Funds for Substance Abuse Services in Hunt County
4th Quarter Report
June – August 2015**

FILED FOR RECORD
at 11:45 o'clock
M

SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]

Lakes Regional Substance Abuse Services	4th QTR # Clients Served	Hours of Service	Comment
Screening and Evaluation	50	5	Assessment is required for entry into education classes programs.
Self-Pay Education Classes:			
• DWI Education Class	0	12.5	Clients are referred from probation and pay total cost of class. Most classes require a minimum number of 10 to be cost effective.
• Drug Offender Education Class	18	15.5	
• Repeat Offender DWI	6	45	
Lakes Hunt County Supported Indigent Counseling and Treatment Services			
<p>County Funds support approximately 30% of the cost of these treatment services. They are used to start services immediately while alternative funding is sought - (i.e. NorthSTAR). County funding supports ongoing services for those individuals not eligible for NorthSTAR funding. For the new year county funding will help support our new program for children and adolescents. Family and client fees are also set to augment low payment rates from NorthSTAR and other payers.</p>			
Substance Abuse Counseling Program	4th QTR # Clients Served	Hours of Service	Comment
Intake Evaluation	15	2.5	Majority of referrals come from probation and self-referral Intake is required to assess eligibility for other services below.
Supportive Outpatient Program – Adults	23	3 per week	Classes are last 90 days and groups have a minimum of 3 clients.
Intensive Outpatient Program – Adults	23	9 per week	More intensive classes for which few clients qualify or are authorized.

Lakes Regional Community Center
Utilization of County Funds for Substance Abuse Services in Hunt County
Yearly Report
September 2014 – August 2015

Lakes Regional Substance Abuse Services	Yearly Total # Clients Served	Hours of Service	Comment
Screening and Evaluation	239	5	Assessment is required for entry into education classes programs.
Self-Pay Education Classes:			
• DWI Education Class	38	12.5	Clients are referred from probation and pay total cost of class. Most classes require a minimum number of 10 to be cost effective.
• Drug Offender Education Class	81	15.5	
• Repeat Offender DWI	45	45	
Lakes Hunt County Supported Indigent Counseling and Treatment Services			
<p>County Funds support approximately 30% of the cost of these treatment services. They are used to start services immediately while alternative funding is sought – (i.e. NorthSTAR). County funding supports ongoing services for those individuals not eligible for NorthSTAR funding. For the new year county funding will help support our new program for children and adolescents. Family and client fees are also set to augment low payment rates from NorthSTAR and other payors.</p>			
Substance Abuse Counseling Program	Yearly Total # Clients Served	Hours of Service	Comment
Intake Evaluation	55	2.5	Majority of referrals come from probation and self-referral Intake is required to assess eligibility for other services below.
Supportive Outpatient Program – Adults	100	3 per week	Classes are last 90 days and groups have a minimum of 3 clients.
Intensive Outpatient Program – Adults	90	9 per week	More intensive classes for which few clients qualify or are authorized.

13,831

Proclamation

2015 National 4-H Week

FILED FOR RECORD
at 11:45 o'clock P.M.

SEP 22 2015

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

WHEREAS, The Hunt County Commissioners Court is proud to honor the 4-H youth Development Program of the Texas A&M AgriLife Extension Service for 108 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, It's more that 660,000 urban, suburban, an rural youth participants, ranging in age form eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 32,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great;

NOW, THEREFORE, BE IT PROCLAIMED, That the Hunt County Commissioners Court hereby designates October 5-10, 2015 as National 4-H Week in Hunt County, Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and many men and women who have made the program a success.

In official witness whereof this 22nd day of September, 2015.

[Signature]
Judge John L. Horn

[Signature]
Eric Evans, Pct. 1

[Signature]
Tod McMahan, Pct. 2

[Signature]
Phillip Martin, Pct. 3

[Signature]
Jim Latham, Pct. 4

ATTEST: *[Signature]* County Clerk



#13,832

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH 2015

FILED FOR RECORD
at 11:45 o'clock 9 M

SEP 22 2015

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

WHEREAS, domestic violence is a great evil and an offense against human dignity, and where it occurs, homes are transformed into places of danger and despair; and,

WHEREAS, domestic violence is a pattern of coercion and control in an intimate relationship where one person uses violence to gain power and control over their partner; and,

WHEREAS, domestic violence includes not only physical abuse, but also mental abuse, emotional abuse, financial abuse, isolation, and sexual violence; and,

WHEREAS, people of all ages and in all stages of their lives are victims of domestic violence, and the Hunt County Sheriff's Office, Hunt County District Courts, County Attorney's Offices, Greenville Police Department and Fire Department continue to work with agencies such as Women in Need, and,

WHEREAS, despite our best efforts many lives are lost to this tragedy of the American home; and,

WHEREAS, by working together we continue to build a society that respects the life and dignity of every person, offering relief from abuse, bringing hope and healing to those affected, and punishing the perpetrators of this heinous crime; and,

NOW, THEREFORE, BE IT PROCLAIMED that October 2015, be declared Domestic Violence Awareness Month and that in Hunt County, Texas, our community will remember and honor the lives of those lost to domestic violence, and celebrate those individuals that have broken the cycle of violence.

In official witness whereof this 22nd day of September, 2015.

[Signature]

Commissioner Evans

[Signature]

Judge John L. Horn

[Signature]

Commissioner McMahan

[Signature]

Commissioner Martin



[Signature]

Commissioner Latham

**ORDER SETTING DAY OF WEEK AND LOCATION OF REGULAR TERM
SCHEDULE OF HUNT COUNTY COMMISSIONERS' COURT
MEETINGS**

at 11:35 FILED FOR RECORD
of clock
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
BY: [Signature]

WHEREAS, pursuant to Section 81.005 (Terms of Court, Meetings), Local Government Codes Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, by the Hunt County Commissioner's Court of Hunt County, Texas, that the Hunt County Commissioner's Court meetings shall be held at the county seat at the Hunt County Juvenile Detention Center, 2700 Johnson Street Greenville, Texas 75402 in the Auxiliary Courtroom. Regular sessions shall be held on the 2nd and 4th Tuesday of each month at 10:00 a.m. with exception of those months in which the Commissioners' Court has designated an official County Holiday;

BE IT FURTHER RESOLVED, that this resolution shall take full force and effect this the 22nd day of September 2015, and shall remain in full force and effect until either rescinded by the Court or nullified by resolution of the Court.

ADOPTED this 22nd day of September, 2015.

[Signature]

Judge John L. Horn

[Signature]

Commissioner Eric Evans

[Signature]

Commissioner Phillip Martin

[Signature]

Commissioner Tod McMahan

[Signature]

Commissioner Jim Latham

Attest [Signature], County Clerk



FILED FOR RECORD
at 11:45 o'clock
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
By: [Signature]

STATE OF TEXAS
COUNTY OF HUNT

ORDER APPOINTING COUNTY PURCHASING AGENT

On this the 14th day of September 2015, the undersigned District Judges of the 196th and 354th Judicial District, and the Hunt County Judge, hereby appoint:

CHERYL (BLUE) LOWRY

For the term of two years beginning September 16, 2015 and ending September 15, 2017;

It is further ordered that the salary shall be in the amount of \$41,540 per year, payable in accordance with the payroll policy of Hunt County, Texas; changing to \$ 42,580 on October 1, 2015 due to \$1,040 employee raise as permitted in the FY 15-16 Hunt County Budget.

It is further ordered that this action shall be recorded in the Minutes of the District Court of Hunt County, Texas and the District Clerk of Hunt County, Texas is hereby directed to certify the same to the Commissioner Court of Hunt County, Texas and said Commissioner's Court shall cause the same to be recorded in it's minutes.

[Signature]
J. Andrew Bench
196th District Judge

9-14-2015
Date

[Signature]
Richard Beacom
354th District Judge

9-14-2015
Date

[Signature]
John L. Horn
Hunt County Judge

9-14-2015
Date





FILED FOR RECORD
at 1:30 o'clock P M

SEP 22 2015

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

STATEMENT OF OFFICER

Statement

I, Cheryl (Blue) Lowry do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Purchasing Agent
Position to Which Appointed

Hunt
County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

9-22-15
Date

Cheryl Lowry
Signature



FILED FOR RECORD
at 3:30 o'clock 9 M
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By Jennifer Lindenzweig

OATH OF OFFICE

In the name and by the authority of

The State of Texas

I, Cheryl (Blue) Lowry do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Hunt County Purchasing Agent, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Cheryl Lowry
Signature of Officer

SWORN TO and subscribed before me by affiant on this 22 day of September, 2015.

Jennifer Lindenzweig
Signature of Officer Administering Oath



Jennifer Lindenzweig
Printed Name

Hunt County Clerk
Title

CSJ # 0901-22-072
District # 01-PAR
Code Chart 64 # 50117
Project: BR 2004 (167)
NBI Structure # 01-117-0-AA0922-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

13,534

FILED FOR RECORD
at 11:45 a'clock
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

**ADVANCE FUNDING AGREEMENT
TERMINATION AMENDMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM**

THE **Advance Funding Agreement Termination Amendment** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and **Hunt County Commissioner Court** acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a **Advanced Funding Agreement**, hereinafter called the "Agreement" between the Local Government and the State was executed on **September 30, 2003**, for the rehabilitation and or replacement of the Local Government-owned bridge located at **East Caddo Creek Branch on CR 2132** in **Hunt County** was included in the program of work for Off System Federal-Aid Bridge Replacement and Rehabilitation as authorized by the Texas Transportation Commission Minute Order number **109335** on **July 2003**; and,

WHEREAS, both the State and the Local Government have decided not to move forward with project; and,

WHEREAS, Article 2, Conditions for Termination of this Agreement, states the Agreement may be terminated in writing with mutual consent of the parties; and,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Termination

The Agreement for the rehabilitation and/or replacement of the Local Government-own Bridge located at **East Caddo Creek Branch on CR 2132** is hereby terminated. All costs associated with the termination will be paid by the State.

CSJ # 0901-22-072
District # 01-PAR
Code Chart 64 # 50117
Project: BR 2004 (167)
NBI Structure # 01-117-O-AA0922-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

2. Signatory Warrant

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By:  _____

Date: 9-22-2015

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Gregg A. Freeby, P.E.
Director, Bridge Division

Date: _____

CSJ # 0901-22-054
District # 01-PAR
Code Chart 64 # 50117
Project: BR 2004 (150)
NBI Structure # 01-117-0-AA0836-001
Federal Highway Administration
CFDA #20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

13.834

FILED FOR RECORD
at 11:45 o'clock M

SEP 22 2015

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

**ADVANCE FUNDING AGREEMENT
TERMINATION AMENDMENT
FOR BRIDGE REPLACEMENT OR REHABILITATION
OFF THE STATE SYSTEM**

THE Advance Funding Agreement Termination Amendment is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and Hunt County Commissioner Court acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a **Advanced Funding Agreement**, hereinafter called the "Agreement" between the Local Government and the State was executed on **September 30, 2003**, for the rehabilitation and or replacement of the Local Government-owned bridge located at **Bearpen Creek on CR 2595** in **Hunt County** was included in the program of work for Off System Federal-Aid Bridge Replacement and Rehabilitation as authorized by the Texas Transportation Commission Minute Order number **109335** on **July 2003**; and,

WHEREAS, both the State and the Local Government have decided not to move forward with project; and,

WHEREAS, Article 2, Conditions for Termination of this Agreement, states the Agreement may be terminated in writing with mutual consent of the parties; and,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Termination

The Agreement for the rehabilitation and/or replacement of the Local Government-own Bridge located at **Bearpen Creek on CR 2595** is hereby terminated. All costs associated with the termination will be paid by the State.

CSJ # 0901-22-054
District # 01-PAR
Code Chart 64 # 50117
Project: BR 2004 (150)
NBI Structure # 01-117-0-AA0836-001
Federal Highway Administration
CFDA #20.205
Not Research and Development

2. Signatory Warrant

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By:  _____

Date: 9-22-2015

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Gregg A. Freeby, P.E.
Director, Bridge Division

Date: _____

13,836e

FILED FOR RECORD
at 11:45 o'clock

SEP 22 2015

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

NOTICE OF FEES for 2016

Hunt County Sheriff and Constable Fees

Sheriffs' and Constables' Fees, pursuant to LGC § 118.131, were approved with no increase from last year by the Commissioner's Court of Hunt County on September 22, 2015. Effective date is January 1, 2016.

Small Claims Citation	\$60.00
Justice Court Citation	\$60.00
All other Court Citations	\$60.00
Citation for Eviction (+ cost)	\$60.00
Citation by Publication	\$75.00
Citation Scire Facias	\$75.00
Publication	\$75.00 + cost of publication
Notice of Trustee Sale	\$75.00
Notice to take deposition	\$75.00
Posting of Notices & Probate	\$50.00
Subpoena	\$50.00
Summons	\$50.00
Temp. Restraining Order (TRO)	\$50.00
Temp. Ex. Parte Protective Order	\$50.00
Order of Sale	\$50.00
Restitution	\$50.00
Forcible Detainer	\$60.00
Distress Warrant	\$100.00
Turnover	\$100.00
Attachment	\$100.00
Garnishment	\$100.00
Execution	\$100.00
Sequestration	\$100.00
Possession	\$75.00
Injunction	\$75.00
Restoration	\$75.00
Re-Entry	\$75.00
Other Writs not specified	\$75.00
In addition to the above fees, a \$40.00 per hour, or any part of standby charge will be added after the first 2 hours per officer.	
Precept to Serve	\$75.00
Warrants	\$50.00
Warrants/Custody of Child	\$100.00
Alias/Next Co./Any other warrant	\$50.00
Writ of Habeas Corpus	\$75.00
All service not otherwise specified	\$50.00
Executing a Deed to Real Estate under Executing an Order	\$30.00
Publication Fee	\$30.00

HUNT COUNTY

BID AWARD

FORMAL BID NO. 130-15, ASPHALT HOT AND COLD MIX

Effective 9/24/15 through 9/23/16

FILED FOR RECORD
at 11:25 o'clock
SEP 22 2015
JENNIFER LINDENZWEIG
County Clerk Hunt County TX

PRECINCT	VENDOR	HOT MIX PRICE PER TON DELIVERED	HOT MIX PRICE PER TON PICKED UP	COLD MIX PRICE PER TON DELIVERED	COLD MIX PRICE PER TON PICKED UP	Pick - Up Point
One	Richard Drake	\$86.40	\$73.60	\$82.40	\$70.80	CR 12530, Paris, TX
One	RK Hall Materials	\$76.00	\$69.00	\$76.00	\$69.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd Sunnyvale, TX and 320 Iron Horse Dr., Terrell, TX
One	APAC Texas	\$74.00	\$62.00	\$97.00	\$85.00	
Two	Richard Drake	\$86.80	\$73.60	\$82.80	\$70.80	CR 12530, Paris, TX
Two	RK Hall Materials	\$76.00	\$69.00	\$76.00	\$69.00	Hwy 224, Greenville, TX 4601 E. Scyene Rd Sunnyvale, TX and 320 Iron Horse Dr., Terrell, TX
Two	APAC Texas	\$72.00	\$62.00	\$95.00	\$85.00	

NOTE Bid by APAC also includes SSM an oil sand alternate - Picked up \$58.00 for all Precincts

13,837

HUNT COUNTY
BID AWARD
FORMAL BID NO. 130-15, ASPHALT HOT AND COLD MIX
 Effective 9/24/15 through 9/23/16

PRECINCT	VENDOR	HOT MIX PRICE PER TON DELIVERED	HOT MIX PRICE PER TON PICKED UP	COLD MIX PRICE PER TON DELIVERED	COLD MIX PRICE PER TON PICKED UP	Pick - Up Point
Three	Richard Drake	\$85.30	\$73.60	\$81.90	\$70.80	CR 12530, Paris, TX
Three	RK Hall Materials	\$76.00	\$69.00	\$76.00	\$69.00	Hwy 224, Greenville, TX
Three	APAC Texas	\$72.00	\$62.00	\$95.00	\$85.00	4601 E. Scyene Rd Sunnyvale, TX and 320 Iron Horse Dr., Terrell, TX
Four	Richard Drake	\$82.60	\$73.60	\$79.20	\$70.80	CR 12530, Paris, TX
Four	RK Hall Materials	\$76.00	\$69.00	\$76.00	\$69.00	Hwy 224, Greenville, TX
Four	APAC Texas	\$75.00	\$62.00	\$98.00	\$85.00	4601 E. Scyene Rd Sunnyvale, TX and 320 Iron Horse Dr., Terrell, TX
The Purchasing Department recommends the award of this bid to all bidders in accordance with LGC5262-027 (e) NOTE*Bid by APAC also includes SSM an oil sand alternate - Picked up \$58.00 for all Precincts						

**HUNT COUNTY
 BID AWARD
 RFB #131-15-Road Rock
 Effective October 8, 2015 thru October 7, 2016**

2015-2016 Rock Bids & Pricing		All Prices are per Ton															
Company	Pit Location	1 3/4"	1 3/4"	1 3/4"	1 3/4"	1 1/2" Odor	1 1/2" Odor	1 1/2" Odor	1 1/2" Odor	Type B	Type B	Type B	Type B	Type B	Type B	Type B	
		Flex Base Delivered	Flex Base Delivered	Flex Base Delivered	Flex Base Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Base A Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered	Type B Grade 3 Delivered
		Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	
Cooke County Crushed Stone	Gainesville, TX	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Dolese Bros. Company	Coleman, OK	X	X	X	X	X	\$8.30	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	Sawyer, OK	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	Sandstone Sawyer	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	Limestone Hugo	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Trinity Materials	Terrell, TX	\$10.50	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Codes:
x-no bid

The Purchasing Department recommends award of the bid to all responsive bidders pursuant to Texas Local Government Code §262.027 (e)

JENNIFER LANDENBERG
 County Clerk Hunt County TX
 SEP 22 2015
 FILED FOR RECORD
 #131-15-RFB
 M

**HUNT COUNTY
 BID AWARD
 RFB #131-15-Road Rock
 Effective October 8, 2015 thru October 7, 2016**

2015-2016 Rock Bids & Pricing																					
Prices are per Ton																					
	Type B Grade 4 Picked Up	Type B Grade 4 Delivered	Type B Grade 4 Delivered	Type B Grade 4 Delivered	Type B Grade 4 Delivered	1 3/4" Rock Delivered	1 3/4" Rock Delivered	1 3/4" Rock Delivered	1 3/4" Rock Delivered	1 1/2" Crusher run Picked Up	3/4" Flex Base Delivered	3/4" Flex Base Delivered	3/4" Flex Base Delivered	3/4" Flex Base Delivered	2.5" to 5" Mixed White Base Picked Up	2" White Crusher Run Picked Up	Crusher Fines Picked Up	3" x 8" Oversized Picked Up	3/4" Flex Base Picked Up		
Company	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	
Cooke County Crushed Stone	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Dolase Bros. Company	X	X	X	X	X	\$9.20	X	X	X	X	\$6.75	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Trinity Materials	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Codes:																					
x-no bid																					

**HUNT COUNTY
 BID AWARD
 RFB #131-15-Road Rock
 Effective October 8, 2015 thru October 7, 2016**

2015-2016 Rock Bids & Pricing											
Prices are per Ton											
	1.5"	2"	1.5" Recycled Concrete Coarse	2" Recycled Concrete Coarse	3/4" Crusher Run	2 1/2" Crusher Run	3/8" #2 Cover (Chip Rock)	5/8" #3 Cover (Chip Rock)	3/4" Mill Run	12" Riprap	18" & Larger Riprap
Company	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up	Picked Up
Croke County Crushed Stone	X	X	X	X	X	X	X	X	X	X	X
Dolese Bros. Company	X	X	X	X	\$7.30	\$6.75	\$10.55	\$10.40	\$8.65	\$18.75	\$16.75
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X
Martin Marietta Materials	X	X	X	X	X	X	X	X	X	X	X
Trinity Materials	X	X	X	X	X	X	X	X	X	\$17.00 (3x8)	X
Codes:											
x-no bid											

13,839

Greenville-Hunt County Health Department Environmental Services

ON-SITE SEWAGE TECHNICAL INFORMATION SHEET

(To be turned in with design. All blanks are to be completed or marked NA if not applicable.)

PROPERTY OWNER'S NAME: William Chappell
911 address of site: 3944 PR 2280 Quinlan, Texas 75474

Based upon site evaluation of this site, check each of the following types of wastewater disposal systems that you consider appropriate for this site:

- Conventional (rock) Leaching Chambers Low Pressure Dosing
- ET Beds Aerobic w/Spray Other
- Gravel-less Piping Aerobic w/drip

1. Treatment Tanks / Pump Tank Unit (s):

a) Aerobic Treatment:

Pretreatment Tank: 400 gallons Manufacture: Pro Flo
 Secondary Treatment: 600 gallons/day
 Manufacture: Pro Flo Model: Pro Flo 5060HCSP
 Pump Tank: 771 gallons Manufacture: Pro Flo
 Dosing Tank (If required): NA gallons Manufacture: NA

b) Non-Aerobic Treatment: NA Tank (Two Compartments) NA Tank (Series)
NA Pump Tank (If Required)

Tank #1: NA gallons Manufacture: NA
 Tank #2: NA gallons Manufacture: NA
 Tank #3: NA gallons Manufacture: NA

2. Disposal System:

Subsurface: NA
 Pipe size and length: NA SCH 40, SDR 26, Other NA
 If applicable, type and size of media used in trenches: NA
 Disposal area required: NA Disposal area proposed: NA

Surface:

Disposal area required: 8,000 Sq Ft Disposal area proposed: 8,482 Sq Ft

3. Based on estimated peak flow, does dosing issues need to be addressed ? Yes No

Designers Signature

Registration #

Date

FILED FOR RECORD
at 11:45 o'clock

SEP 22 2015

JENNIFER LINDENZWEIG
County Clerk Hunt County TX

By *[Signature]*

13,845

FILED FOR RECORD
at 11:23 o'clock *ca* M

SEP 22 2015

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

Fax to: 903-408-4291 Att: Sandy
From: Classification
JAIL COUNT
September 1 - September 14, 2015

<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>
1-Sep	208	43	11	0	0	4	266
2-Sep	208	44	10	0	0	4	266
3-Sep	204	48	8	0	8	4	272
4-Sep	202	45	17	0	0	4	268
5-Sep	204	51	12	0	0	4	271
6-Sep	213	52	9	0	0	4	278
7-Sep	217	51	16	0	0	4	288
8-Sep	220	49	8	0	0	4	281
9-Sep	217	49	10	0	0	4	280
10-Sep	217	48	12	0	0	4	281
11-Sep	215	48	12	0	0	4	279
12-Sep	218	50	9	0	0	4	281
13-Sep	218	53	10	0	0	4	285
14-Sep	216	53	3	0	0	4	276