

#14,169 (1)

**Diversified Power Systems, Inc.**

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

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2016.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Cheryl Lowry 903-408-4148  
Name and Telephone No. of Contact  
Email clowry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

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

at 10:00 o'clock  
FILED FOR RECORD  
JUN 28 2016  
JENNIFER LINDENZWEIG  
County Clerk - Hunt County, TX

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2016			
Detroit	G	6063HK35 (400DSE) Kw- 400	06RO579182 Spec#

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

Frequency of Service
One Annual Pm service per our Exhibit A \$803.00
Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00
<b>If load bank testing required please call for quote</b>
<b>All other work will be billed on a time and material basis</b>

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1643.00** This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: 14 June 2016

Customer  
By: [Signature]  
Title: County Judge  
Date: 6-28-2016

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

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

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

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

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session:

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Diversified Power Systems Inc.*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

*N/A*

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Ed Rosen*  
Signature of vendor doing business with the governmental entity

*6/15/2016*  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Diversified Power Systems  
 Mansfield, TX United States

Certificate Number:  
 2016-71450

Date Filed:  
 06/15/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

Date Acknowledged:  
 06/16/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ann.Gen2016  
 Annual Preventive Maintenance on Stand BY Generators

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bertrand, Carie	Man, TX United States	X	
	Bertrand, Wiliam	Mansfield, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

#14,169(1)

**Diversified Power Systems, Inc.**

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

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Hunt County ("Customer") on the 1 day of August, 2016.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Cheryl Lowry 903-408-4148  
Name and Telephone No. of Contact  
Email clowry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

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

FILED FOR RECORD  
at 5:02 o'clock P M  
JUN 28 2016  
By JENNIFER LINDENZWEIG  
County Clerk Hunt County TX

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2016			
Onan	G	306-2452 Kw- 70	L830690696 Spec#

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

Frequency of Service
One Annual Pm service per our Exhibit A \$482.00
Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00
<b>If load bank test required please call for quote</b>
<b>All other work will be billed on a time and material basis</b>

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1322.00** This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: 14 June 2016

Customer  
By: [Signature]  
Title: County Judge  
Date: 6-28-2016

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

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

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

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

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

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



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Diversified Power Systems Inc.*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

*N/A*

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Ed Rosen*  
Signature of vendor doing business with the governmental entity

*6/15/2016*  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Diversified Power Systems  
Mansfield, TX United States

Certificate Number:  
2016-71450

Date Filed:  
06/15/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

Date Acknowledged:  
06/16/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ann.Gen2016  
Annual Preventive Maintenance on Stand BY Generators

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bertrand, Carie	Man, TX United States	X	
	Bertrand, Wiliam	Mansfield, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

#14,169(1)

**Diversified Power Systems, Inc.**

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

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2016.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Cheryl Lowry 903-408-4148  
Name and Telephone No. of Contact  
Email clowry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

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

FILED FOR RECORD  
at 12:00 o'clock  
JUN 28 2016  
By JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
<b>RENEWAL 2016</b>			
Winco	G	CSAPSS8B-N Kw- 8	13830M97 L P Gas

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$300.00
Three Quarterly inspection services per our exhibit A	\$280.00 each 3 x \$280.00 = \$840.00
<b>If load bank testing required please call for quote</b>	
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1140.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: 14 June 2016

Customer  
By: [Signature]  
Title: County Judge  
Date: 6-28-2016

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

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

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

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

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Diversified Power Systems Inc.*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

*N/A*

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Ed Rosen*  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

*6/15/2016*  
\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Diversified Power Systems  
 Mansfield, TX United States

Certificate Number:  
 2016-71450

Date Filed:  
 06/15/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

Date Acknowledged:  
 06/16/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ann.Gen2016  
 Annual Preventive Maintenance on Stand BY Generators

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bertrand, Carie	Man, TX United States	X	
	Bertrand, Wiliam	Mansfield, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

#14,169 (1)

**Diversified Power Systems, Inc.**

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

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2016.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Cheryl Lowry 903-408-4148  
Name and Telephone No. of Contact  
Email clowry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County County Jail Annex at 12:00 o'clock P.M.  
Name of Location  
2507 Crockett Street  
Physical Address  
Greenville, Texas 75403  
City, State, Zip Code  
Jimmy Moore 903-408-4225  
Name and Telephone No. of Contact  
Email jmoore@huntcounty.net

FILED FOR RECORD  
JUN 28 2016  
By JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
<b>RENEWAL 2016</b>			
Generac	G	0058820 Kw- 8	6181076 Nat Gas

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$300.00
Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 =	\$840.00
<b>If load bank testing required please call for quote</b>	
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1140.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: 14 June 2016

Customer  
By: [Signature]  
Title: COUNTY JUDGE  
Date: 6-28-2016



## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

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

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

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

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Diversified Power Systems Inc.*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

*N/A*

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Ed Rosen*  
Signature of vendor doing business with the governmental entity

*6/15/2016*  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Diversified Power Systems  
Mansfield, TX United States

Certificate Number:  
2016-71450

Date Filed:  
06/15/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

Date Acknowledged:  
06/16/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ann.Gen2016  
Annual Preventive Maintenance on Stand BY Generators

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bertrand, Carie	Man, TX United States	X	
	Bertrand, Wiliam	Mansfield, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

#14,169(1)

**Diversified Power Systems, Inc.**

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

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2016.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Cheryl Blue 903-408-4148  
Name and Telephone No. of Contact  
Email cblue@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Greenville Exchange Building  
Name of Location  
2500 Stonewall  
Physical Address  
Greenville, Texas 75403  
City, State, Zip Code  
Jimmy Moore 903-408-4225  
Name and Telephone No. of Contact  
Email jmoore@huntcounty.net

FILED FOR RECORD  
at 6:20 o'clock P.M.  
JUN 28 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
Revise 2016 This contract start 1 Aug 2016 ends 31 July 2017			
Generac	G	126001170300	2068875
		Kw- 250	Spec#

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

Frequency of Service
One Annual Pm service per our Exhibit A \$682.00
Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00
<b>If load bank testing required please call for quote</b>
<b>All other work will be billed on a time and material basis</b>

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1522.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: 14 June 2016

Customer  
By: *[Signature]*  
Title: COUNTY CLERK  
Date: 6-28-2016

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

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

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

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

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

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

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session:

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Diversified Power Systems Inc.*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

*N/A*

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Ed Rosen*  
Signature of vendor doing business with the governmental entity

*6/15/2016*  
Date



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Diversified Power Systems  
Mansfield, TX United States

Certificate Number:  
2016-71450

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hunt County

Date Filed:  
06/15/2016

Date Acknowledged:  
06/16/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Ann.Gen2016  
Annual Preventive Maintenance on Stand BY Generators

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bertrand, Carie	Man, TX United States	X	
	Bertrand, Wiliam	Mansfield, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

#14,169 (2)

FILED FOR RECORD  
at 12:02 o'clock P M

**AMENDMENT No. 1 to the  
INMATE TELEPHONE SERVICE AGREEMENT**

**JUN 28 2016**

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

This Amendment No. 1 to the Inmate Telephone Service Agreement dated 1/1/2013 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Hunt County, Texas** effective as of June 20, 2016 ("Amendment Date"). Whereas, the parties agree as follows:

1. The Calling Rates set forth on Exhibit C of the Agreement are hereby amended to be as follows:

<b>Collect Calling Rates</b>		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.25
Intrastate/IntraLATA	\$0.00	\$0.25
Intrastate/InterLATA	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

<b>Prepaid &amp; Debit Calling Rates</b>		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.21
Intrastate/IntraLATA	\$0.00	\$0.21
Intrastate/InterLATA	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
International Debit	\$0.00	\$0.95

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Non-Commissionable Billing Fees:

Payment Processing Fee (Live Agent)..... \$5.95  
 Payment Processing Fee (IVR or Internet)..... \$3.00  
 Bill Statement Fee (Collect & Direct Billing only)..... \$2.00  
 (All other fees free or waived)

2. The Commission plan rates set forth on Exhibit D to the Agreement are hereby amended to be as follows:

<u>Contract Year</u>	<u>Commission %</u>
4 (2016)	54.0%
5 (2017)	54.5%
Renewals	55.0%

3. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC  
d/b/a ICSolutions**

**Hunt County, Texas**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Signature)

**John L. Horn**  
\_\_\_\_\_  
(Printed Name)

**County Judge**  
\_\_\_\_\_  
(Title)

#14,169 (2)

FILED FOR RECORD  
at 12:02 o'clock P M

AMENDMENT No. 1 to the  
INMATE TELEPHONE SERVICE AGREEMENT

JUN 28 2016

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

This Amendment No. 1 to the Inmate Telephone Service Agreement dated 1/1/2013 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Hunt County, Texas** effective as of June 20, 2016 ("Amendment Date"). Whereas, the parties agree as follows:

- 1. The Calling Rates set forth on Exhibit C of the Agreement are hereby amended to be as follows:

Collect Calling Rates		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.25
Intrastate/IntraLATA	\$0.00	\$0.25
Intrastate/InterLATA	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

Prepaid & Debit Calling Rates		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.21
Intrastate/IntraLATA	\$0.00	\$0.21
Intrastate/InterLATA	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
International Debit	\$0.00	\$0.95

*NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

*Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.*

*Non-Commissionable Billing Fees:*

- Payment Processing Fee (Live Agent)..... \$5.95*
- Payment Processing Fee (IVR or Internet)..... \$3.00*
- Bill Statement Fee (Collect & Direct Billing only)..... \$2.00*
- (All other fees free or waived)*

- 2. The Commission plan rates set forth on Exhibit D to the Agreement are hereby amended to be as follows:

<u>Contract Year</u>	<u>Commission %</u>
4 (2016)	54.0%
5 (2017)	54.5%
Renewals	55.0%

- 3. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

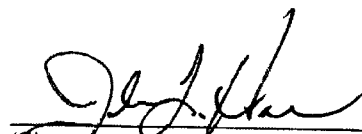
Inmate Calling Solutions, LLC  
d/b/a ICSolutions

  
\_\_\_\_\_  
(Signature)

BRENDAN PHILBIN  
(Printed Name)

VICE PRESIDENT  
(Title)

Hunt County, Texas

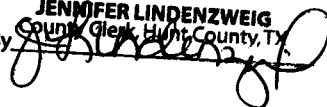
  
\_\_\_\_\_  
(Signature)

JOHN L. HORN  
(Printed Name)

COUNTY JUDGE  
(Title)

FILED FOR RECORD  
at 8:50 o'clock a M

JUL 22 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

#14,170

FILED FOR RECORD  
at 12:20 o'clock P M

PART I

JUN 28 2016

PROFESSIONAL MANAGEMENT AGREEMENT

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

This AGREEMENT, entered into this 28<sup>th</sup> day of June, 2016 by and between County of Hunt, hereinafter called the "Locality," acting here by John Horn, County Judge, hereunto duly authorized, and Amazing Grants, Inc., hereinafter called "Consultant," acting herein by Mary Kay Thomas, President.

**Locality:** County of Hunt  
2507 Lee Street, 2<sup>nd</sup> Floor  
Greenville, Texas 75401

**Consultant:** Amazing Grants, Inc.  
Mary Kay Thomas  
P. O. Box 717  
Big Sandy, TX 75755

**Project:** Small Towns Environmental Program (STEP)  
STEP CONTRACT #7215036  
Office of Rural Affairs  
Texas Department of Agriculture

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Combined Consumers Special Utility District under the general direction of the Texas Community Development Block Grant Program; and whereas the Locality desires to engage a Consultant to render certain services in connection with its project. NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance

The services shall commence on June 29, 2016. In any event, all of the services required and performed hereunder shall be completed no later than the ending date February 26, 2018, as specified in the Locality's TxCDBG contract or if extended, until project completion.

3. Access to Information

It is agreed that all information, data, reports and records and maps as existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services,

shall be furnished to Consultant by the Locality and its agencies. No charge will be made to Consultant for such information and the Locality and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract. The Locality, the Texas Department of Agriculture (TDA), the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the Locality or the administration, construction, engineering or implementation of the TxCDBG award between TDA and the Locality.

#### 4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Thirty Five Thousand Five Hundred Dollars and No/100 Dollars (\$35,500.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract and will be **paid with TxCDBG funds**.

#### 5. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against any and all claims, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

#### 6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

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

7. Program Liaison for County

The County Judge or designee shall be the Consultant's primary contact.

8. Authority by Which the Grant Recipient is Awarding Funds

Grant funds are governed by the Texas Government Code; Chapter 2254, Subchapter A, "Professional Services," which permits and outlines state requirements for municipalities and counties regarding procurement of professional services.

9. Terms and Conditions

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

IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS.


Locality:

Consultant:

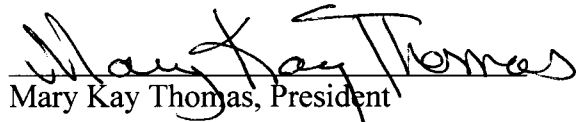
COUNTY OF HUNT

AMAZING GRANTS, INC.

By:

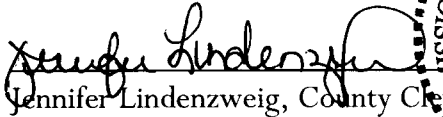
  
John Horn, County Judge

By:

  
Mary Kay Thomas, President

Attest:

By:

  
Jennifer Lindenzweig, County Clerk





## PART II

### PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

#### A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish Locality with necessary forms and procedures required for implementation of project.
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDA.
7. Prepare and submit to Department documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report(s) for Locality.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)
13. Maintain TxCDBG Property Management register for any property/equipment

purchased or leased.

14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDA or U.S. Department of Housing and Urban Development (HUD).

#### B. Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter or current audit, Direct Depository/Authorization Form and Resolution authorizing signatures.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
7. Assist the Locality in establishing procedures to handle the use of any TxCDBG program income.

#### C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to Department.

#### D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Locality-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.

5. Prepare correspondence with property owners.
6. Assist Locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to Department.

E. Project Administration During Construction

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist Locality in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees specifically to carry out TxCDBG contract activities.
  - Assist Locality in maintaining adequate documentation or personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TxCDBG contract documents to engineer.
7. Provide sample advertisement for bids to engineer.
8. Make ten-day call to Department.
9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Submit Labor Standards Record to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.

16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Prepare Section 3 and Affirmative Action Plan.
5. Prepare all Section 504 requirements.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of excessive Force provision per 24 CFR Part 91
8. Ensure the adequate publication of required notices.

G. Relocation (If applicable to the project)

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property (If applicable)

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.

4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

J. Additional STEP Services

1. Prepare materials for documentation for tracking volunteer's participation, time, activities, and benefit to the project.
2. Assist the Locality with any additional documentation required for STEP projects.
3. Maintain picture account of project.

**PART III**

**PAYMENT SCHEDULE**

**PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

Locality shall reimburse Amazing Grants, Inc. for management services provided for completion of the following project milestones **Thirty Five Thousand Five hundred Dollars and no/100 dollars (\$35,500.00)** per the following percentages of the maximum contract amount:

<u>Milestones</u>	<u>% of Contract Fee</u>
1. Establishment of Recordkeeping System	20%
2. Completion of Environmental Clearance	20%
3. Completion of all Acquisition Activities	10%
4. Construction and Volunteer Coordination	40%
5. Filing of all Required Close-out Information and Programmatic Closure	10%
	_____
Total	100%

Fee Schedule

1. Milestone #1	\$ 7,100.00
2. Milestone #2	\$ 7,100.00
3. Milestone #3	\$ 3,550.00
4. Milestone #4	\$ 14,200.00
5. Milestone #5	\$ 3,550.00
Total	<b><u>\$ 35,500.00</u></b>

## PART IV

### TERMS AND CONDITIONS

#### PROFESSIONAL MANAGEMENT SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Resolution of Program Non-Compliance. The following procedures will be followed to determine if a party is responsible:
  - a. Within ten (10) days after notification of non-compliance is received from TDA, the City and Consultant will meet to determine responsible party or entity.
  - b. Once the responsible party or entity is determined, any costs levied against the City as a result of non-compliance will be borne by the responsible party.
4. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.
5. Personnel.
  - a. The Firm represents that she has, or will secure at her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.

- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
6. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality.
  7. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
  8. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
  9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
  10. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
  11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
  12. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
    - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following:



Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
13. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
14. Section 109 of the Housing and Community Development Act of 1974.
- a. No Person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
15. "Section 3" Compliance in the Provision of Training. Employment and Business Opportunity
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or

understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16. Section 503 Handicapped (if \$10,000 or over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

17. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

18. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or

responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

19. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

# 14,170

ENGINEERING SERVICES

PART I  
AGREEMENT

FILED FOR RECORD  
at 5:20 o'clock P M  
JUN 28 2016  
JENNIFER LINDENZWEIG  
By County Clerk, HUNT COUNTY, TX

THIS AGREEMENT, entered into this 28 day of June, 2016 by and between the COUNTY OF HUNT, hereinafter called the "County", acting herein by John Horn, County Judge hereunto duly authorized, and Velvin and Weeks Consulting Engineers, Inc. hereinafter called "Firm," acting herein by Tyler N. Hendrickson, P.E., President.

WITNESSETH THAT:

WHEREAS, the County of Hunt desires to implement the following: meter replacement and water distribution line improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program of the Texas Department of Agriculture (TDA); and Whereas the County desires to engage Velvin and Weeks Consulting Engineers, Inc. to render certain engineering services in connection with the TxCDBG Project, Contract Number 7215036.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to this contract between the County and the Firm to assist with the engineering of all or any portion of a community development block grant from the Texas Department of Agriculture.
- b. "Firm" refers to the professional services provider engaged to assist the County with the engineering of all or a portion of a community development block grant from the Texas Department of Agriculture.
- c. "Parties" refer to the Firm and the County.

2. Scope of Services:

The Firm will perform the services set out in Part II, Scope of Services.

3. Time of Performance - The services of the Firm shall commence on June 29, 2016. In any event, all of the services required and performed hereunder shall be completed no later than the ending date February 26, 2018, as specified in County's TXCDBG Contract or if extended, until project completion.

4. Local Program Liaison- For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

5. Access to Information - The Comptroller General of the United States, the County, the Texas Department of Agriculture, and the Texas State Auditor's Office, the U.S.

Department of Housing and Urban Development (HUD), or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Firm's agreement with the County or the administration, construction, engineering or implementation of the TxCDBG award between TDA and County.

6. Compensation and Method of Payment- The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$57,763.00 . Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

#### 8. Miscellaneous Provisions

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

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

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

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

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

#### 9. Extent of Agreement

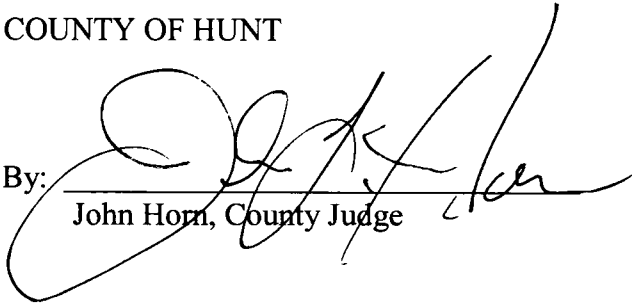
This Agreement, which includes Parts 1-V, [*and if applicable*, including the following exhibits/attachments:] represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

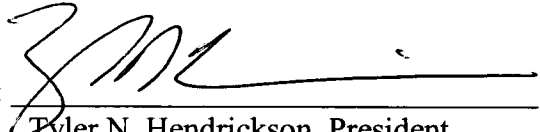
COUNTY OF HUNT

VELVIN AND WEEKS C.E., INC.

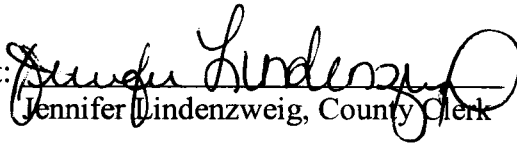
By:

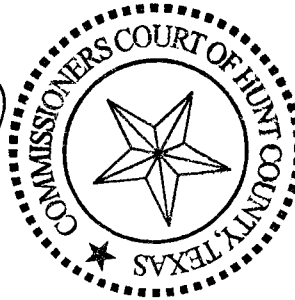
  
John Horn, County Judge

By:

  
Tyler N. Hendrickson, President,  
Project Engineer

Attest:

  
Jennifer Lindenzweig, County Clerk



**PART II**  
**SCOPE OF SERVICES**

The Firm shall render the following professional services necessary for the development of the project: *(Choose appropriate contracted services)*

**SCOPE OF SERVICES**

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property /easements / right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad and/or highway permits.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
6. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
7. Make 10-day call to confirm prevailing wage decision.
8. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
9. Conduct bid opening and prepare minutes.
10. Tabulate, analyze, and review bids for completeness and accuracy.
11. Conduct pre-construction conference and prepare copy of report/minutes.
12. Issue Notice to Proceed to construction contractor.
13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
14. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

15. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
16. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
17. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
18. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
19. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
20. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
21. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
22. Conduct interim/final inspections.
23. Revise contract drawings to show the work as actually constructed, and furnish the County with a set of "record drawings" plans.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payments to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lieu Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).



27. Conduct interim/final inspections.
28. Revise contract drawings to show work as actually constructed, and furnish the County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

#### SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the

County including the manner by which it will be effected and the basis for settlement..

7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C.1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
  - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the

County has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

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

**PART III  
PAYMENT SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES**

County shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
* Approval of Preliminary Engineering Plans and Specifications by County	20%
* Approval of Plans and Specifications by Regulatory Agency(ies)	30%
* Completion of bid advertisement and contract award	20%
* Completion of construction staking	10%
* Completion of Final Closeout Assessment and submittal of "As Builts" to County	10%
* Completion of final inspection and acceptance by the County	10%
	<hr/> 100%

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule:

Principal of Firm	\$150.00/Hr.
Professional Engineer	\$105.00/Hr.
Engineering Graduate (EIT)	\$ 75.00/Hr.
Resident Project Representative)	\$ 60.00/Hr.
Civil Technician/Project Coordinator	\$ 95.00/Hr.
Drafter	\$ 55.00/Hr.
Clerical	\$ 40.00/Hr.

The fee for all other Special Services shall not exceed a total of Fifty Seven Thousand Seven Hundred Sixty Three and No/100 dollars (\$57,763.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of N/A and No/100 dollars (\$          ).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a N/A

percent (\_\_\_ %) overhead charge. All fees for testing shall not exceed a total of  
N/A and No/100 dollars (\$\_\_\_\_\_).

3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

**PART IV  
TERMS AND CONDITIONS**

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

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County. The County may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Firm. If this Agreement is terminated for convenience, the County will pay the Firm for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute

resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
  - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:



a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 1 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 1 1246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-71701

Date Filed:  
06/16/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Combined Consumers SUD  
Quinlan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Velvin and Weeks Consulting Engineers, Inc.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7215036  
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tyler Henderson this the 16 day of June 20 16, to certify which, witness my hand and seal of office.

Karen Bynum Karen Bynum Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**RESOLUTION AUTHORIZING SIGNATORIES**

A RESOLUTION BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7215036.

WHEREAS, the County of Hunt, Texas has received a 2015 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Hunt, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

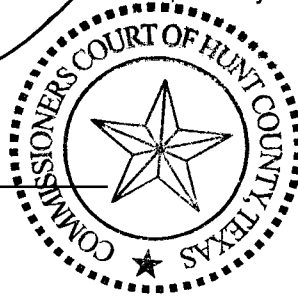
NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS, AS FOLLOWS:

**The County Judge** be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2015 Texas Community Development Block Grant Program.

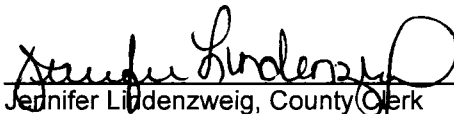
**The County Judge, the County Auditor, and the County Treasurer** be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2015 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS ON the 28th day of June, 2016.

  
\_\_\_\_\_  
John Horn, County Judge

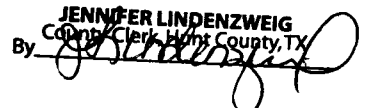


Attest:

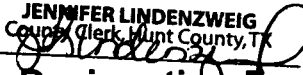
  
\_\_\_\_\_  
Jennifer Lindenweig, County Clerk

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: 

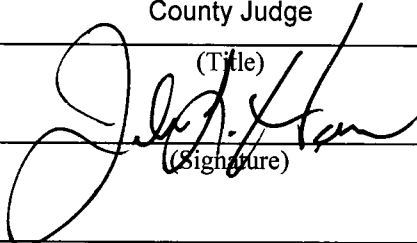
JUN 28 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

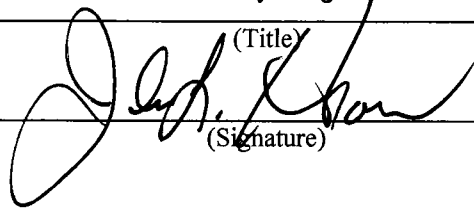
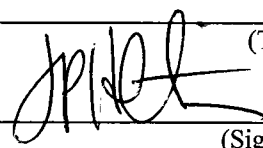
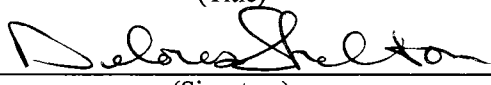
**Depository/Authorized Signatories Designation Form**  
**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Grant Recipient Hunt County TxCDBG Contract No. 7215036

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

John Horn _____ (Name)	_____ (Name)
County Judge _____ (Title)	_____ (Title)
 _____ (Signature)	_____ (Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

John Horn _____ (Name)	Jimmy Hamilton _____ (Name)
County Judge _____ (Title)	County Auditor _____ (Title)
 _____ (Signature)	 _____ (Signature)
Delores Shelton _____ (Name)	_____ (Name)
County Treasurer _____ (Title)	_____ (Title)
 _____ (Signature)	_____ (Signature)

**NOTE:** A copy of a Resolution passed by the city council or county commissioners court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

**Appointment of Labor Standards Officer**  
 (Submit form to Labors@TexasAgriculture.gov )

**A701**

Grant Recipient: Hunt County Contract No: 7215036

I, John Horn (County Judge) hereby appoint Melinda Smith

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Melinda Smith				
Address:	P. O. Box 717				
City:	Big Sandy	State:	TX	Zip:	75755
Telephone Number:	(903) 636-5500	Fax Number:	(903) 636-4276		
Email Address:	admin@amazinggrants.com				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Melinda Smith (Labor Standards Officer) Date: June 28, 2016

Appointed by: John Horn Title: County Judge

Signature: John Horn Date: June 28, 2016

FILED FOR RECORD  
 at 12:00 o'clock P M

**JUN 28 2016**

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

**Resolution Regarding Civil Rights**

**Hunt County, Texas**

FILED FOR RECORD  
at 12:00 o'clock P M

**JUN 28 2016**

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

Whereas, Hunt County, Texas, (hereinafter referred to as "Hunt County" has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, Hunt County, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, Hunt County, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, Hunt County, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, Hunt County, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, Hunt County, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, Hunt County, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;



NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, that HUNT COUNTY ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004); and
5. Fair Housing Policy (Exhibit 1015).

**Passed and approved this 28<sup>th</sup> day of June, 2016.**

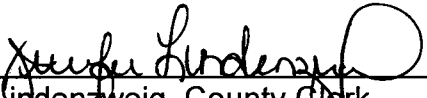


\_\_\_\_\_  
Signature of Elected Official

John Horn, County Judge

\_\_\_\_\_  
Printed Name of Elected Official

Attest:



\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk





**Designation Form for Civil Rights Officer**

**A1008**



County: Hunt Count (Physical) Hunt County (Mailing)  
 Address: 2507 Lee Street, 2<sup>nd</sup> Floor P.O. Box 1097  
Greenville, TX 75401 Greenville, TX 75401  
 Telephone Number: (903) 408-4146

FILED FOR RECORD  
at 12:00 o'clock P M

**JUN 28 2016**

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

\*\*\*\*\*

We, the Commissioners Court, do hereby appoint the County Judge, as the Civil Rights Officer for Hunt County.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Hunt County, as required by the Texas Community Development Block Grant Program.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: *[Signature]*  
(Signature)\*

\*Signature of current County Judge, but appointment applies to all subsequent persons to hold title.

Appointed by: *[Signature]*  
John Horn, County Judge

Date: June 28, 2016

HUNT COUNTY  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

[Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

*In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov]*

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the Hunt County Courthouse, 2507 Lee Street, 2<sup>nd</sup> Floor, Greenville, Texas, 75401, (903)408-4146 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the County Judge, at 2507 Lee Street, 2<sup>nd</sup> Floor, Greenville, Texas, 75401 or may call (903)408-4146.
2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

FILED FOR RECORD  
 at 1:00 o'clock P M  
 JUN 28 2016  
 JENNIFER LINDENZWEIG  
 County Clerk - Hunt County, TX  
 By Jennifer Lindenzweig

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

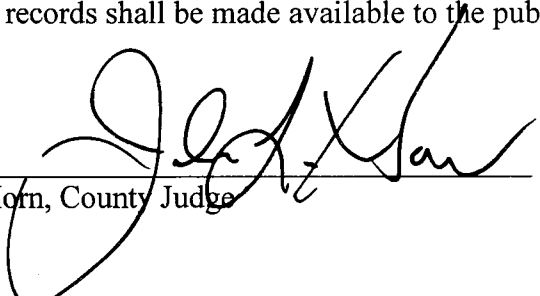
1. At a minimum, the County shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made

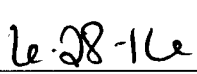
aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the TxCDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the County shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents..
4. The County shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

  
\_\_\_\_\_  
John Horn, County Judge

  
\_\_\_\_\_  
June 28, 2016

HUNT COUNTY COMPLAINT FORM

**INSTRUCTIONS:** Read this form and the instructions attached carefully before completing. All questions should be answered. However, if you do not know the answer, or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated and, if possible, notarized. Where more than one individual or organization is filing the same complaint, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form, but the other boxes need not be completed if the information is the same as in the original. Complaints may be (1) mailed to the **County of Hunt, P.O. Box 1097, Greenville, Texas 75403-1097**, or (2) filed or presented in person at the **Hunt County Courthouse, 2507 Lee Street, 2<sup>nd</sup> Floor, Greenville, Texas.**

1. Name of aggrieved person or organization

(Mr. Mrs. Miss) (Last Name-First Name-Middle Initial) Street address City County State Zip Code

2. Who is this complaint against?

Name (Last Name-First Name-Middle Initial) Street address City County State Zip Code Phone

Is the party named above a: (Check applicable box or boxes)

Employee  Elected Official  Construction  Other

Name and identify Others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do and date of occurrence?

4. Do you believe there was discrimination because of it? (Check applicable box and write your race, color, religion, sex, or national origin on the line below checked)

Race or Color  Religion  Sex  National Origin  Disability

5. Please review the following and check the applicable box or boxes if they apply to your case.

The Locality has described its housing and community development needs in a manner clearly inconsistent with available facts and data;

The activities proposed in the TxCDBG contract are clearly inappropriate to meet the needs and objective;

The Locality has not complied with TxCDBG program requirements:

The proposed activities are not eligible for TxCDBG grant assistance.

---

6. Summarize in your own words what happened.

---

7. I swear or affirm that I have read this complaint (including any attachments) and that it is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Sign your name)

---

## CITIZEN COMPLAINT FORM

---

### ADDITIONAL INFORMATION

---

**If you wish to explain in detail in an attachment what happened, you should consider the following:**

1. If you feel that others were treated differently from you, please explain the facts and circumstances.
2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
3. If you made this complaint to other staff or government agencies or to the **State**, explain when and what happened.

---

**You should obtain assistance in filing a complaint at the offices listed below:**

---

1. **Complain to the *Texas Department of Agriculture* under their Complaint System, 10 T.A.C. Sec. 178.1 and 178.2.**

Texas Department of Agriculture  
Trade & Business Development  
P.O. Box 12847  
Austin, Texas 78711

2. **Complain to the *Secretary of HUD* by filing this form by mail or in person.**

Region VI – Dallas  
HUD  
525 Griffin Street  
Room 860  
Dallas, Texas 75202-5032



# Citizen's Complaint Form

**1. Name/Address**

---

---

---

---

**2. Explain Complaint**

---

---

---

---

---

---

---

---

---

---

---

---

**3. Other Information**

---

---

---

---

---

---

---

**4. Your complaint will be responded to within 15 days of receipt of complaint.**

**5. An appeal of the County's decision may be submitted to:**


**Mail:**  
Texas Department of Agriculture  
Texas Community Development Program  
P.O. Box 12847  
Austin, TX 78711

**Phone:**  
**1-800-835-5832**

FILED FOR RECORD  
at 12:00 o'clock P M

## County of Hunt Section 3 Resolution

JUN 28 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

**WHEREAS**, the Commissioners Court of Hunt County is committed to comply with Section 3 of the Housing and Urban Development Act of 1968; and

**WHEREAS**, in accordance with TxCDBG Regulations, the County of Hunt must adopt a Section 3 Plan and update this plan annually; and

**WHEREAS**, this Act encourages the use of small local businesses and the hiring of low income residents of the community; and

**WHEREAS**, the Equal Rights Officer will oversee implementation and enforcement of this plan in the areas of (1) Hiring (2) Contracting (3) Training (4) advertising; and

**NOW, THEREFORE, BE IT RESOLVED BY** the Commissioners Court of Hunt County, Texas that the County **HEREBY** by adoption of a Section 3 Plan, adopt the attached for the TxCDBG;

1. That the Commissioners Court adopt the attached Section 3 Policy for the Texas Community Development Block Grant Program.
2. That the Commissioners Court designates the County Judge as the Equal Rights Officer.

**PASSED AND APPROVED** this 28th day of June, 2016.

  
John Horn, County Judge

**ATTEST:**

  
Jennifer Lindenzweig, County Clerk



Section 3 Policy

In accordance with 12 U.S.C. 1701u, Hunt County agrees to implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Hunt County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

John Horn, County Judge

June 28, 2016
Date at 12:00 o'clock P M

FILED FOR RECORD

JUN 28 2016

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

## SECTION 3 BUSINESS/RESIDENT LIST

### HUNT COUNTY

Date	Business Name	Owner	Address	Phone	CMBL Registered?	Type of Business/Work Performed

\*As of June 28, 2016, no businesses have identified themselves as a Section 3 business to Hunt County, for bidding purposes for TxCDBG projects or otherwise. As part of the Section 3 Plan adopted by Hunt County, Hunt County will update this list as such businesses are identified.

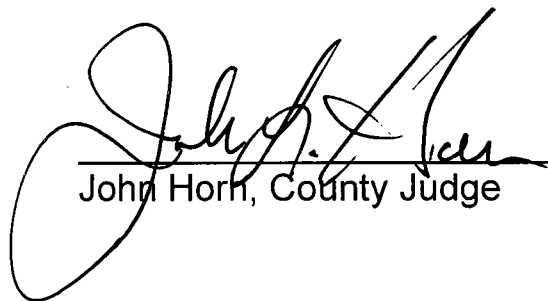


**A1003**

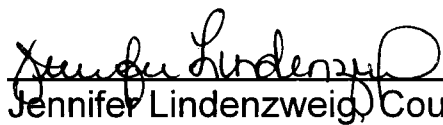
**Excessive Force Resolution**

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations by the adoption of the attached Excessive Force Policy.

Passed and adopted by the Commissioners Court of Hunt County, on this the 28<sup>th</sup> day of June, 2016.

  
\_\_\_\_\_  
John Horn, County Judge

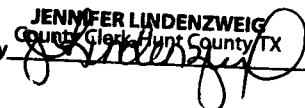
Attest:

  
\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk



FILED FOR RECORD  
at 12:00 o'clock P M

**JUN 28 2016**

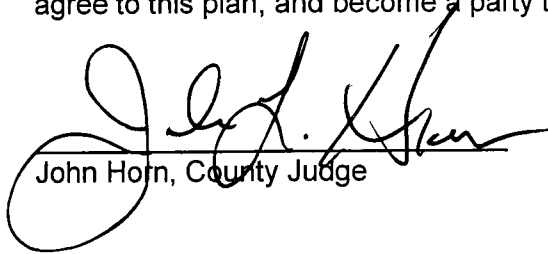
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

**Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), Hunt County hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of Hunt County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of Hunt County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. Hunt County will introduce and pass a resolution adopting this policy.


As officers and representatives of Hunt County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

  
John Horn, County Judge

6-28-16  
June 28, 2016

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX  
By 

JUN 28 2016

Section 504 Resolution  
for Hunt County

JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX  
By 

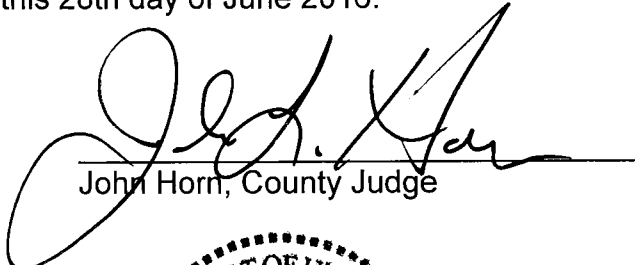
WHEREAS, it is hereby declared that Hunt County establish a local Section 504 Policy and Grievance Procedure; and

WHEREAS, it is further declared that establishment of such procedures requires the designation of a Coordinator for Section 504 compliance and investigate complaints regarding programs receiving federal assistance; and


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

1. That the County adopts the attached Section 504 Policy and Grievance Procedure;
2. That the County designates, as its Section 504 Coordinator, the County Judge.
3. That the County directs the Coordinator to receive and to investigate complaints alleging discrimination by reason of disability in participation in any program or activity receiving federal financial assistance.

PASSED AND APPROVED this 28th day of June 2016.

  
John Horn, County Judge

ATTEST:

  
Jennifer Lindenzweig, County Clerk





**Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Hunt County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. Hunt County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. Hunt County's recruitment materials or publications shall include a statement of this policy in 1. above.
4. Hunt County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, Hunt County shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Hunt County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: County Judge, P.O. Box 1097, Greenville, TX, 75403-1097, (903) 408 - 4146, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

FILED FOR RECORD  
at 12:00 o'clock 0 M

JUN 28 2016

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

- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the County Judge. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the County Judge, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of Hunt County relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to Hunt County within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Hunt County complies with Section 504 and HUD regulations.

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

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

## Resolution Adopting Fair Housing Policy

**WHEREAS** Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS** The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS** Hunt County is committed to Affirmatively Furthering Fair Housing within its jurisdiction.

**NOW, THEREFORE, WE, the Commissioners Court of Hunt County, do hereby adopt a Fair Housing Policy, a copy of which is attached hereto, and hereby urge all the citizens of Hunt County to become aware of and support the County's efforts to affirmatively further Fair Housing.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES AND SEAL ON**

**THIS THE 28<sup>th</sup> DAY OF June, 2016.**

*John Horn*  
John Horn, County Judge

**Witness:**

*Jennifer Lindenzweig*  
Jennifer Lindenzweig, County Clerk



JUN 28 2016

## Fair Housing Policy

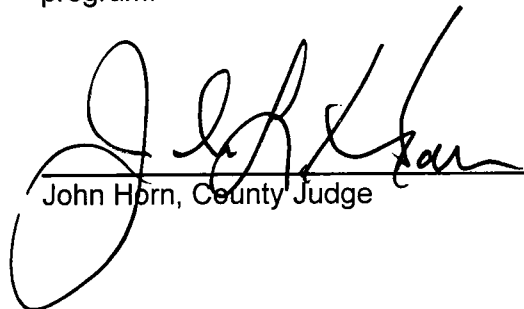
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

By 

In accordance with Fair Housing Act, the County of Hunt County hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. Hunt County agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. Hunt County agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. Hunt County will introduce and pass a resolution adopting this policy.

As officers and representatives of the County of Hunt, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

  
\_\_\_\_\_  
John Horn, County Judge

June 28, 2016

\_\_\_\_\_  
Date

JUN 28 2016

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

## Proclamation of July as Fair Housing Month

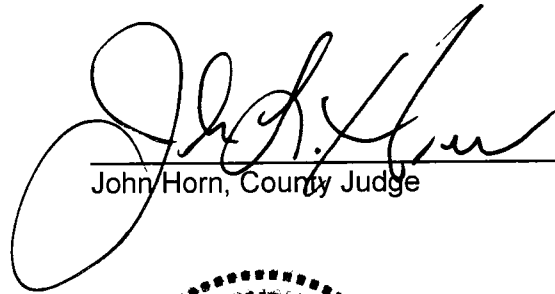
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of July, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

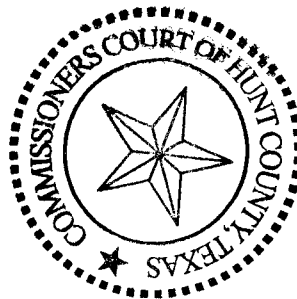
NOW, THEREFORE, WE, the Commissioners Court of Hunt County, do proclaim July as Fair Housing Month in Hunt County and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 28<sup>th</sup> day of June, 2016.

  
\_\_\_\_\_  
John Horn, County Judge

Attest:

  
\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk



**Public Service Announcement:  
Fair Housing, It's the Law**

To promote fair housing practices, Hunt County encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

## **Notice - Policy of Nondiscrimination on the Basis of Disability**

Hunt County does not discriminate on the basis of disability in the admission or access to, or employment in, its federally assisted programs or activities. The County Judge has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8).

## **Notice - Citizen Participation & Grievance Procedures Notice**

Hunt County has adopted complaint and grievance procedures regarding its Texas Community Development Block Grant Programs (TxCDBG). Citizens may obtain a copy of these written procedures at 2507 Lee Street, 2<sup>nd</sup> Floor, Greenville, TX, 75403 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Citizens may also request the procedures be mailed to them by calling the County Judge at (903) 408-4146. These procedures outline the steps for a citizen to follow if s/he wishes to file a complaint or grievance about TxCDBG activities.

A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the County Judge at the Hunt County Courthouse, 2507 Lee Street, 2<sup>nd</sup> Floor, Greenville, Texas 75401, or may call (903) 408-4146. The County will make every effort to respond fully to such complaints within fifteen (15) working days where practicable.

## **Equal Employment Opportunity Statement**

Hunt County does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

## Limited English Proficiency Plan

Name Grantee:	Hunt County
Community Population:	5771
LEP population:	57 (1.0%)
Languages spoken by more than 5% of population per ACS:	N/A

<b>Program activities to be accessible to LEP persons:</b>	
<input type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input type="checkbox"/>	Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents: _____

<b>Resources available to Grant Recipient:</b>	
<input type="checkbox"/>	Translation services: _____ _____
<input type="checkbox"/>	Interpreter services: _____ _____
<input type="checkbox"/>	Other resources: _____ _____

<b>Language Assistance to be provided:</b>	
<input type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: _____
<input type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons _____
<input type="checkbox"/>	Public meetings conducted in multiple languages: _____
<input type="checkbox"/>	Notices to recipients of the availability of LEP services: _____
<input type="checkbox"/>	Other services: _____

See also:

**[http://www.lep.gov/resources/2011 Language Access Assessment and Planning Tool.pdf](http://www.lep.gov/resources/2011%20Language%20Access%20Assessment%20and%20Planning%20Tool.pdf)**





DP02

## SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

2010-2014 American Community Survey 5-Year Estimates

**Note:** This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Census Tract 9616, Hunt County, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error
<b>RELATIONSHIP</b>				
Population in households	5,771	+/-467	5,771	(X)
<b>LANGUAGE SPOKEN AT HOME</b>				
Population 5 years and over	5,558	+/-463	5,558	(X)
<b>English only</b>	<b>5,323</b>	<b>+/-450</b>	<b>95.8%</b>	<b>+/-3.0</b>
Language other than English	235	+/-167	4.2%	+/-3.0
<b>Speak English less than "very well"</b>	<b>57</b>	<b>+/-59</b>	<b>1.0%</b>	<b>+/-1.0</b>
Spanish	216	+/-165	3.9%	+/-2.9
<b>Speak English less than "very well"</b>	<b>52</b>	<b>+/-56</b>	<b>0.9%</b>	<b>+/-1.0</b>
Other Indo-European languages	19	+/-23	0.3%	+/-0.4
<b>Speak English less than "very well"</b>	<b>5</b>	<b>+/-9</b>	<b>0.1%</b>	<b>+/-0.2</b>
Asian and Pacific Islander languages	0	+/-18	0.0%	+/-0.7
<b>Speak English less than "very well"</b>	<b>0</b>	<b>+/-18</b>	<b>0.0%</b>	<b>+/-0.7</b>
Other languages	0	+/-18	0.0%	+/-0.7
<b>Speak English less than "very well"</b>	<b>0</b>	<b>+/-18</b>	<b>0.0%</b>	<b>+/-0.7</b>

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Fertility data are not available for certain geographic areas due to problems with data collection. See Errata Note #92 for details.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013.

The Census Bureau introduced a new set of disability questions in the 2008 ACS questionnaire. Accordingly, comparisons of disability data from 2008 or later with data from prior years are not recommended. For more information on these questions and their evaluation in the 2006 ACS Content Test, see the Evaluation Report Covering Disability.

While the 2010-2014 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the



# TxCDBG Initial Acquisition Report Form A600

Grant Recipient Name:  Contract Number:  Region:

*This form must be submitted prior to release of any contract construction funds. This form must be resubmitted if the need for additional acquisition not previously reported is required.*

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer **Yes** or **No**):

**No, acquisition activity is not required.**

All property to be used for this project is owned by the Grant Recipient or participating entity (e.g. WSC) and was NOT acquired specifically for this project.

Printed Name	<input type="text" value="John Horn"/>	Title	<input type="text" value="County Judge"/>
Signature of Chief Local Official		Date	<input type="text" value="6-28-2016"/>

**Please note that complete acquisition records remain subject to compliance review during interim and close-out monitoring.**

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Amazing Grants, Inc.  
Big Sandy, TX United States

Certificate Number:  
2016-70697

Date Filed:  
06/14/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hunt County

Date Acknowledged:

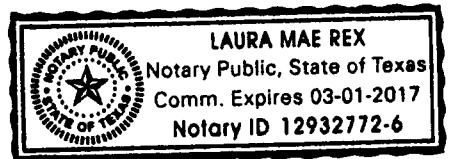
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
7215036  
Program Administrator

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Thomas, Mary Kay	Big Sandy, TX United States	X	

at 10:20 o'clock  
FILED FOR RECORD  
JUN 28 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mary Kay Thomas  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mary Kay Thomas, this the 15 day of June, 2016, to certify which, witness my hand and seal of office.

Laura M Rex Signature of officer administering oath  
Laura M Rex Printed name of officer administering oath  
City Secretary Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Amazing Grants, Inc.  
 Big Sandy, TX United States

Certificate Number:  
 2016-70697

Date Filed:  
 06/14/2016

Date Acknowledged:  
 07/05/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hunt County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

7215036  
 Program Administrator

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Thomas, Mary Kay	Big Sandy, TX United States	X	

FILED FOR RECORD  
 at 10:32 o'clock  
 JUL 06 2016  
 JENNIFER LINDENZWEIG  
 Equity Clerk, Hunt County, TX  
 By: [Signature]

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

#14,171

HUNT COUNTY

FILED FOR RECORD  
at 12:00 o'clock P M

INVESTMENT POLICY

June 2016

JUN 28 2016

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

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

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

**SCOPE**

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

**SAFETY OF PRINCIPAL**

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

**MAINTENANCE OF ADEQUATE LIQUIDITY**

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

**RETURN ON INVESTMENTS**

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

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

**STANDARD OF CARE**

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

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

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

## **ELIGIBLE INVESTMENTS**

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

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

## **PROTECTION OF PRINCIPAL**

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

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

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

#### **COLLATERALIZATION**

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

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

#### **ALLOWABLE COLLATERAL**

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

#### **SAFEKEEPING**

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

**AUTHORITY TO INVEST**

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

**PRUDENT INVESTMENT MANAGEMENT**

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

**REPORTING**

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

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

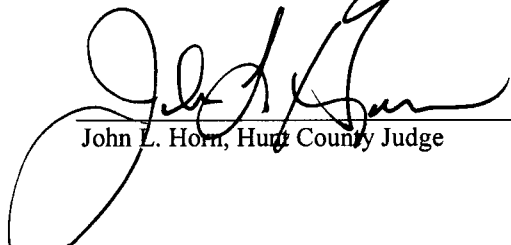
PASSED and APPROVED this the 28 day of June 2016.

  
Eric Evans, Commissioner Pct. 1

  
Phillip Martin, Commissioner Pct. 3

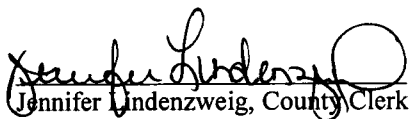
  
Todd McMahan, Commissioner Pct. 2

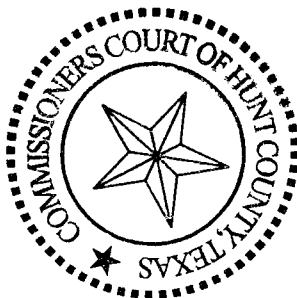
  
Jim Latham, Commissioner Pct. 4

  
John L. Horn, Hunt County Judge

Prepared and submitted by: Dolores Shelton, Hunt County Treasurer

ATTEST:

  
Jennifer Lindenzweig, County Clerk





#14,172

Delores Shelton, CIO, CCT  
Hunt County Treasurer

FY 11: Monthly Report, May 2016

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

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

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

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$26,270,506.82**

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

This report will be filed with accompanying reports this 28 day of June, 2016.

*Delores Shelton*

Delores Shelton, Hunt County Treasurer

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

*John L. Horn*  
John L. Horn, Hunt County Judge

*Eric Evans*

Eric Evans, Comm., Pct #1

*Tod McMahan*  
Tod McMahan, Comm., Pct #2

*Phillip A. Martin*

Phillip Martin, Comm., Pct #3

*Jim Latham*  
Jim Latham, Comm., Pct #4



**Hunt County Treasurer  
Monthly Report  
May 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL</b>	8,025,591.50	1,194,392.60	-2,102,466.27	300,000.00	<b>7,417,517.83</b>
10-TEXPOOL Investment	7,105,615.80	1,972.35	0.00	-300,000.00	<b>6,807,588.15</b>
10-TEXSTAR Investment	1,218,014.79	379.05	0.00	0.00	<b>1,218,393.84</b>
10-INWOOD Nat'l Bank CD	560,984.38	574.78	0.00	0.00	<b>561,559.16</b>
10-INWOOD Nat'l Bank CD-2	503,136.91	515.51	0.00	0.00	<b>503,652.42</b>
10-TEXPOOL Investment, Jail	3,151,048.86	909.53	0.00	0.00	<b>3,151,958.39</b>
<b>10-General Fund Totals:</b>	<b>20,564,392.24</b>	<b>1,198,743.82</b>	<b>-2,102,466.27</b>	<b>0.00</b>	<b>19,660,669.79</b>
<b>15-Exchange-Tax &amp; Other</b>	203,753.38	48,685.31	-15,208.13		<b>237,230.56</b>
<b>20-Law Library</b>	26,075.67	5,094.00	-8,391.61		<b>22,778.06</b>
<b>21-R&amp;B #1</b>	3,472.67	40,942.99	-107,665.73	85,000.00	<b>21,749.93</b>
21-R&B #1, TexPool Invest	1,069,564.16	286.89	0.00	-85,000.00	<b>984,851.05</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>1,073,036.83</b>	<b>41,229.88</b>	<b>-107,665.73</b>	<b>0.00</b>	<b>1,006,600.98</b>
<b>22-R&amp;B #2</b>	3,872.42	40,903.46	-146,231.29	125,000.00	<b>23,544.59</b>
22-R&B #2, TexPool Invest	1,038,800.83	267.85	0.00	-125,000.00	<b>914,068.68</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>1,042,673.25</b>	<b>41,171.31</b>	<b>-146,231.29</b>	<b>0.00</b>	<b>937,613.27</b>
<b>23-R&amp;B #3</b>	24,065.81	41,083.55	-80,241.26	45,000.00	<b>29,908.10</b>
23-R&B #3, TexPool Invest	908,488.05	250.70	0.00	-45,000.00	<b>863,738.75</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>932,553.86</b>	<b>41,334.25</b>	<b>-80,241.26</b>	<b>0.00</b>	<b>893,646.85</b>
<b>24-R&amp;B #4</b>	48,261.70	40,943.05	-80,693.73	20,000.00	<b>28,511.02</b>
24-R&B #4, TexPool Invest	1,128,907.07	320.76	0.00	-20,000.00	<b>1,109,227.83</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>1,177,168.77</b>	<b>41,263.81</b>	<b>-80,693.73</b>	<b>0.00</b>	<b>1,137,738.85</b>
<b>25-Health Private</b>	57,839.10	2,423.26	-4,418.52		<b>55,843.84</b>
<b>26-State Health Services</b>	-27,833.15	36,573.96	-30,173.92		<b>-21,433.11</b>
<b>27-Hunt County Grants</b>	23,505.43	17,298.07	-13,092.24		<b>27,711.26</b>
<b>68-JP, DDC Fee Fund</b>	138,406.96	465.30	-104.70		<b>138,767.56</b>
<b>71-DC Record Management</b>	10,291.78	467.96	0.00		<b>10,759.74</b>
<b>70-Voter Admin 19</b>	0.00	0.00	0.00		<b>0.00</b>
<b>74-Elections Special</b>	55,856.91	715.86	0.00		<b>56,572.77</b>
<b>75-CA-DWI</b>	12,169.48	229.38	-26.18		<b>12,372.68</b>
<b>81-CC Rec Mgt Preservatic</b>	338,179.46	20,050.04	-18,773.07	0.00	<b>339,456.43</b>
<b>82-Courthouse Security</b>	16,513.92	4,192.26	-2,590.72		<b>18,115.46</b>
<b>83-Justice Court Sec.</b>	69,998.85	354.34	-720.68		<b>69,632.51</b>

**Hunt County Treasurer  
Monthly Report  
May 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	27,923.24	722.00	0.00		<b>28,645.24</b>
85-Co & District Court Tecl	9,729.56	214.92	-1,915.78		<b>8,028.70</b>
86-County Record Preserv	71,900.09	1,430.00	0.00		<b>73,330.09</b>
87-Justice Court Technolo	97,307.51	1,448.79	-1,245.21		<b>97,511.09</b>
88-County Clerk Archive	302,055.72	18,040.00	0.00		<b>320,095.72</b>
89-County Record Mgt Pre	4,753.74	1,969.32	-6,221.88		<b>501.18</b>
91-LEOSE	41,818.12	0.00	0.00		<b>41,818.12</b>
95-Juv Prob. Center Fund	715,735.68	39,752.82	-91,894.02		<b>663,594.48</b>
96-Juv Prob "A-Z" Grant	117,445.12	53,747.02	-45,946.71		<b>125,245.43</b>
<hr/>					
50-Debt Service (I&S)	91,976.04	13,591.22	0.00	0.00	<b>105,567.26</b>
50-Debt Service TexPool Ir	192,990.24	55.69	0.00	0.00	<b>193,045.93</b>
50-Debt Service Fund Tota	<b>284,966.28</b>	<b>13,646.91</b>	<b>0.00</b>	<b>0.00</b>	<b>298,613.19</b>
61-Right of Way FundTxPoc	9,043.52	2.56	0.00		<b>9,046.08</b>
<b>Total of Funds:</b>	<b>27,397,261.32</b>	<b>1,631,267.15</b>	<b>-2,758,021.65</b>	<b>0.00</b>	<b>26,270,506.82</b>

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	859,184.26	-1,883.23	<b>857,301.03</b>	03/2054
Reserve St Comptroller II	213,110.82		<b>213,110.82</b>	
2015 Tax Notes	1,995,000.00	0.00	<b>1,995,000.00</b>	
Series 2015 Refund Bonds	2,985,000.00	0.00	<b>2,985,000.00</b>	
Bond Premium Payable	43,592.41	0.00	<b>43,592.41</b>	
Liability Comp Absence	406,120.00	0.00	<b>406,120.00</b>	
OPEB Pension Liability	5,213,720.00	0.00	<b>5,213,720.00</b>	
<b>Totals:</b>	<b>11,715,727.49</b>	<b>-1,883.23</b>	<b>11,713,844.26</b>	

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

<b>2016</b>	<b>TexPool</b>	<b>Tex Star</b>			<b>InWood-CD</b>	<b>InWood-CD</b>
January	0.2674%	0.2713%			1.25%	1.25%
February	0.3010%	0.3147%			1.25%	1.25%
March	0.3273%	0.3450%			1.25%	1.25%
April	0.3380%	0.3696%			1.25%	1.25%
May	0.3399%	0.3664%			1.25%	1.25%

<b>2015</b>	<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>	<b>InWood-CD</b>	<b>ANB</b>
January	0.0465%	0.0542%	0.0300%	0.0300%	0.95%		
February	0.0441%	0.0548%	0.0300%	0.0300%	0.95%		
March	0.0480%	0.0604%	0.0300%	0.0300%	0.95%		
April	0.0524%	0.0701%	0.0300%	0.0300%	0.95%		
May	0.0553%	0.0643%	0.0300%	0.0300%	0.95%		
June	0.0575%	0.0719%	0.0000%	0.0000%	0.95%		0.25%
July	0.0630%	0.0722%	Moved to ANB		0.95%		0.15%
August	0.0716%	0.0823%	" "		0.95%		0.15%
September	0.0850%	0.0994%			0.95%		
October	0.0966%	0.1099%			1.25%	1.25%	
November	0.1105%	0.1155%			1.25%	1.25%	
December	0.1863%	0.1868%			1.25%	1.25%	

<b>2014</b>	<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>
January	0.0273%	0.0303%	0.0700%	0.0500%	0.75%
February	0.0283%	0.0318%	0.0700%	0.0500%	0.75%
March	0.0299%	0.0400%	0.0700%	0.0500%	0.75%
April	0.0336%	0.0379%	0.0500%	0.0300%	0.75%
May	0.0244%	0.0273%	0.0500%	0.0300%	0.75%
June	0.0284%	0.3220%	0.0500%	0.0300%	0.75%
July	0.0313%	0.0323%	0.0500%	0.0300%	0.75%
August	0.0352%	0.0350%	0.0500%	0.0300%	0.75%
September	0.0333%	0.0317%	0.0500%	0.0300%	0.75%
October	0.2680%	0.0385%	0.0500%	0.0300%	0.95%
November	0.0286%	0.0387%	0.0500%	0.0300%	0.95%

<b>2013</b>	<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>
January	0.0986%	0.1103%	0.1500%	0.1500%	0.75%
February	0.0935%	0.0996%	0.1500%	0.1500%	0.75%
March	0.1047%	0.1125%	0.1500%	0.1500%	0.75%
April	0.1022%	0.1038%	0.1500%	0.1500%	0.75%
May	0.0715%	0.0723%	0.1500%	0.1500%	0.75%
June	0.0576%	0.0614%	0.1500%	0.1500%	0.75%
July	0.0531%	0.0487%	0.1500%	0.1500%	0.75%
August	0.0437%	0.0474%	0.1500%	0.1500%	0.75%
September	0.0394%	0.0390%	0.1500%	0.1500%	0.75%
October	0.0498%	0.0434%	0.1200%	0.1200%	0.75%
November	0.0446%	0.0405%	0.1200%	0.1200%	0.75%

# 14,174

# Hickman Consulting Engineers, Inc.

3094 County Road 1024  
Farmersville, Texas 75442  
(972) 784-2499 • fax (972) 793-8654  
FIRM F-12172  
Land Development

Civil Engineering

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

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

June 23, 2016

Mr. Tod McMahan  
Hunt County Commissioner, Precinct 2

RE: Deer Crossing, Phase 1  
1 Year Street Inspection

Commissioner McMahan,

On Thursday, June 16, a representative of this firm inspected the existing concrete road referenced above. In our inspection we determined that;

1. At two (2) locations the sealant within the expansion joint has come loose and now the bond breaker is exposed. Please remove and dispose of the detached sealant and reapply new sealant over the bond breaker.
2. At two (2) locations the mountable curb has broken into small fragmented pieces. This is merely a cosmetic failure and may be repaired along with the proposed driveway connection assuming the proposed driveway aligns with the location of the damaged mountable curb. If the proposed driveway does not align with the damaged area the repair should be made at this time.

Please feel free to contact us with any questions.

Sincerely,



Mark H. Hickman, P.E.  
Vice-President



6/23/16

#14,175

**RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:**

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX18869 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. LESA BAKER**

JENNIFER LINDENZWEIG  
County Clerk  
Hunt County, TX

JUN 28 2016

FILED FOR RECORD  
at 10:08 o'clock P M

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

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

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

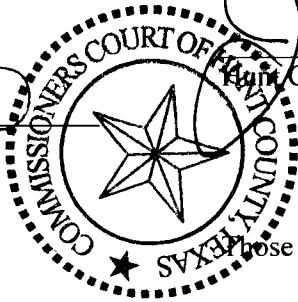
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **BILLY WILBURN** for and in consideration of the cash sum of **FIVE HUNDRED DOLLARS and 00/100 (\$500.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 28 day of June, 2016.

Attest:

*Jennifer Lindenzweig*  
County Clerk



*[Signature]*  
Hunt County Judge

Those Voting *Aye* Were:

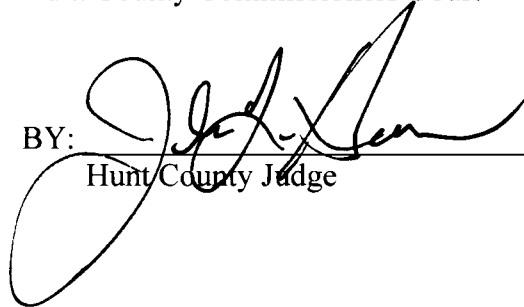
Evans  
McMahon  
Martin  
Latham  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting *Nay* Were:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 28 day of June, 2016.

Hunt County Commissioners Court

BY:   
Hunt County Judge

State of Texas

{}

County of Hunt

{}

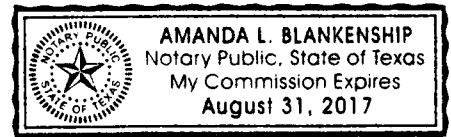
{}

This instrument was acknowledged before me on this the 28 day of

June, 2016 by ~~Amanda L. Blankenship~~ <sup>John L. Horn</sup> AUB

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

  
Notary Public, State of Texas



**“EXHIBIT A”**

Property Description:

TRACT 81: BEING BLOCK 3, LOT 6, 8, PART OF THE COLLEGE HILL ADDITION, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 354, PAGE 367, FILED MAY 18, 1995 AND CONSTABLES DEED DOC # 2011-6147 FILED JUNE 15, 2011 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R41818.

Situs per Hunt County Appraisal District: 2205 WELLINGTON ST, GREENVILLE TX 75401



# RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 41818 Address: 2205 Wellington

Bid Amount: \$ 290,500.- *ok*

PRINT NAME: Billy Wilburn

ADDRESS: 2209 Wellington

CITY: Greenville STATE: TX ZIP: 75401

TELEPHONE: (903) 458-5043

E-MAIL: \_\_\_\_\_

PURPOSE FOR PURCHASING PROPERTY:  
Wants to make it a part of existing property @  
2209 & 2211 Wellington - We keep it mowed, clean it,  
maintain it as part of his property.

Print name(s) to appear on deed if different than above:

SIGNATURE: Billy Wilburn

DATE: 6-9-2016

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM  
305 S BROADWAY STE 200  
TYLER TX 75702

*\* MR. WILBURN has been keeping it groomed 7/10 year - Vacant since 8/4 2011 -*

## BID ANALYSIS

Cause #: TAX18869 GREENVILLE ISD VS. LESA BAKER

<b>Bid Amount: \$500.00</b>	Acct#: R41818
Date Bid Submitted: 6/9/2016	Judgment Date: 9/22/2009
Bidders Name: <b>BILLY WILBURN</b>	Property Value at Judgment: \$1,860.00
	Property Value today: \$2,100.00
	Date of Sale: 6/7/2011
Bidders Address: 2209 WELLINGTON GREENVILLE TX 75401	<b>Minimum Bid at Sale: \$737.37</b>

Sale Deed Filed:	6/15/2011
Redemption Expires:	1/15/2012

### PROPERTY DESCRIPTION

TRACT 81: BEING BLOCK 3, LOT 6, 8, PART OF THE COLLEGE HILL ADDITION, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 354, PAGE 367, FILED MAY 18, 1995 AND CONSTABLES DEED DOC # 2011-6147 FILED JUNE 15, 2011 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R41818.

Situs per Hunt County Appraisal District: 2205 WELLINGTON ST, GREENVILLE TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2006-2008	\$66.34
GREENVILLE ISD	2006-2008	\$115.61
HUNT COUNTY	2006-2008	\$48.28
HUNT MEMORIAL HD	2006-2008	\$18.91
<b>TOTAL:</b>		<b>\$249.14</b>

### COSTS

Publication Fee:	\$153.10 (Payable to Hunt County Treasurer)
Court Costs	\$68.00 (Payable to Hunt County District Clerk)
Constable's Fee:	\$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$40.00 (Payable to Hunt County Clerk)

**TOTAL: \$321.10**

**PROPOSED TAX DISTRIBUTION – R41818**

Bid Amount: \$500.00      Costs: \$321.10  
Net to Distribute: \$178.90

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(27%) \$48.30
GREENVILLE ISD:	(46%) \$82.29
HUNT COUNTY:	(19%) \$34.00
HUNT MEMORIAL HD:	(8%) \$14.31

(These amounts are contingent on verification of cost)

**TOTAL: \$178.90**

# 14,175

**RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:**

**WHEREAS**, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in **Cause No. TAX18745 CITY OF GREENVILLE vs LARRY TINSON**

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

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

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

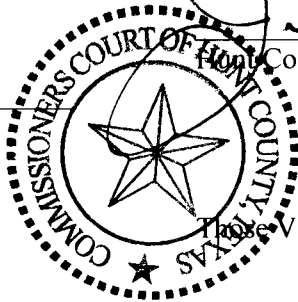
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas.

That the sale of the hereinabove described real property to **JENNIFER RESENDIZ, 3903 WASHINGTON ST, GREENVILLE, TX 75401** for and in consideration of the cash sum of **ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 28 day of June 2016.

Attest:

*Jennifer Resendiz*  
County Clerk



*[Signature]*  
County Judge

Those Voting Aye Were:

Evans  
McMahon  
Martin  
Ratham  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay Were:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

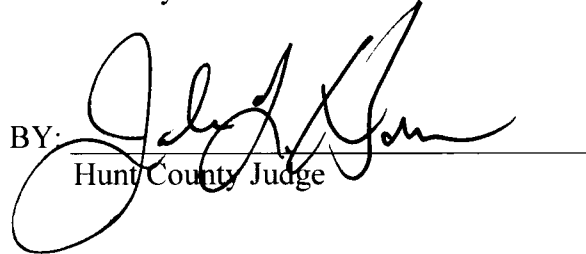
JENNIFER LINDENZWEIG  
By County Clerk Hunt County, TX

JUN 28 2016

FILED FOR RECORD  
at 12:22 o'clock P M

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 28 day of June, 2016.

Hunt County Commissioners Court

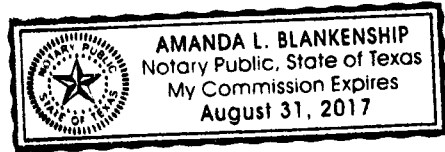
BY:   
Hunt County Judge

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

This instrument was acknowledged before me on this the 28 day of June, 2013 by John L. Horn,

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

  
Notary Public, State of Texas



**“EXHIBIT A”**

Property Description:

TRACT 1: BEING LOT 1B (W/2 OF LOTS 1,2,3) BLOCK 2, WRIGHT SUBDIVISION AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 72, PAGE 84, ON INSTRUMENT FILED JULY 29, 1987 AND DESCRIBED IN CONSTABLE'S DEED RECORDED IN DOCUMENT NUMBER 2009-14535 ON INSTRUMENT FILED NOVEMBER 9, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R90635.

Situs per Hunt County Appraisal District: 3909 WASHINGTON ST, GREENVILLE, TX 75401

# RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 90635

Address: 3909 Washington St.  
Greenville, Tx 75401

Bid Amount: \$ ~~1000~~ 1500

PRINT NAME: Jennifer Resendiz

ADDRESS: 3909 Washington St.

CITY: Greenville

STATE: TX

ZIP: 75401

TELEPHONE: (214) 664-6813

E-MAIL: jennyabigail90@yahoo.com

PURPOSE FOR PURCHASING PROPERTY: We would like to expand our house

Int'l

Print name(s) to appear on deed if different than above: David Resendiz will be on the deed as well.

SIGNATURE: 

DATE: 6/8/2016

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO:

PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

DELIVER TO:

PERDUE, BRANDON LAW FIRM  
305 S BROADWAY STE 200  
TYLER TX 75702

## BID ANALYSIS

Cause #: TAX18745 CITY OF GREENVILLE vs LARY TINSON

<b>Bid Amount: \$1,500.00</b>	Acct#: R90635
Date Bid Submitted: 6/8/2016	Judgment Date: 12/12/2008
Bidders Name: JENNIFER RESENDIZ	Property Value at Judgment: \$2,360.00
Bidders Address: 3903 WASHINGTON ST. GREENVILLE, TX 75401	Property Value today: \$4,410.00
	Date of Sale: 11/3/2009
	<b>Minimum Bid at Sale: \$2,360.00</b>

Sale Deed Filed:	11/6/2009
Redemption Expires:	5/6/2009

### PROPERTY DESCRIPTION

TRACT 1: BEING LOT 1B (W/2 OF LOTS 1,2,3) BLOCK 2, WRIGHT SUBDIVISION AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 72, PAGE 84, ON INSTRUMENT FILED JULY 29, 1987 AND DESCRIBED IN CONSTABLE'S DEED RECORDED IN DOCUMENT NUMBER 2009-14535 ON INSTRUMENT FILED NOVEMBER 9, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R90635.

SITUS OR LOCATION PER HUNT CAD: 3909 WASHINGTON ST, GREENVILLE, TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1998-2008	\$ 791.85
GREENVILLE ISD	1998-2008	\$1,722.28
HUNT COUNTY	1998-2008	\$ 574.02
HUNT MEMORIAL HD	1998-2008	\$ 207.31
	<b>TOTAL:</b>	<b>\$3,295.45</b>

### COSTS

Publication Fee:	\$24.36 (Payable to Hunt County Treasurer)
Court Costs	\$28.85 (Payable to Hunt County District Clerk)
Constable's Fee:	\$60.00 (Payable to the Hunt County Sheriff)
Deed Recording Fee:	\$40.00 (Payable to the Hunt County Clerk)

**TOTAL: \$153.21 Apprx.**



**PROPOSED DISTRIBUTION**

Bid Amount: \$1,500.00                      Costs: \$153.21  
Net to Distribute: \$1,345.79

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	24% <b>\$322.99</b>
GREENVILLE ISD:	52% <b>\$699.81</b>
HUNT COUTY:	18% <b>\$242.24</b>
HUNT MEMORIAL HD:	6% <b>\$ 80.75</b>

(These amounts are contingent on verification of cost)

**TOTAL: \$1,345.79**

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW  
P.O. BOX 2007  
TYLER, TX 75710  
TELEPHONE 903-597-7664  
FAX 903.-597-6298  
[www.pbfcml.com](http://www.pbfcml.com)

**Tab Beall**  
ATTORNEY AT LAW

**David Hudson**  
ATTORNEY AT LAW

**Alesha L. Williams**  
ATTORNEY AT LAW

June 20, 2016

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

RE: AGENDA REQUEST

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

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
<b>R41818</b>	<b>BILLY WILBURN</b>	<b>\$500.00</b>
Property Description: Block 3, Lot 6, 8, College Hill Addition HCAD Situs: 2205 Wellington St., Greenville		
<b>R90635</b>	<b>JENNIFER RESENDIZ</b>	<b>\$1,500.00</b>
Property Description: Wright Subdivision, Block 2, Lot 1b (W/2 Of 1,2,3) HCAD Situs: 3909 Washington St., Greenville, TX 75401		

I have attached the resolution, bid analysis, and the information we received from the Purchaser.

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

Very truly yours,



TAB BEALL

TB/sf  
Enclosures

# 14,178

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
June 7, 2016 - June 20, 2016

JUN 28 2016

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
7-Jun	179	47	5	0	0	109	340
8-Jun	178	46	12	0	0	109	345
9-Jun	171	47	14	0	0	109	341
10-Jun	172	46	11	0	0	109	338
11-Jun	176	45	15	0	0	109	345
12-Jun	179	48	12	0	0	109	348
13-Jun	178	47	11	0	0	109	345
14-Jun	173	48	7	0	0	108	336
15-Jun	171	46	19	0	0	107	343
16-Jun	178	47	12	0	0	107	344
17-Jun	182	48	8	0	0	108	346
18-Jun	183	46	10	0	0	108	347
19-Jun	183	46	15	0	0	108	352
20-Jun	187	48	4	0	0	108	347

FILED FOR RECORD  
at 12:00 o'clock P M

JUN 28 2016

JENNIFER LINDENZWEIG  
County Clerk, Hopkins County, TX

By

