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SEP 27 2016

Agreement

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

This Software License and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hunt County, TX (the "Purchaser").

Background

Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Purchaser agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Purchaser shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

PURCHASER

Signature: \_\_\_\_\_

Signature: *[Handwritten Signature]*

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

Date: *September 27, 2016*

Name: \_\_\_\_\_

Name: *John L. Horn*

Title: \_\_\_\_\_

Title: *County Judge*

Address: *5101 Tennyson Parkway*

Address: *2507 Lee St*

*Plano, Texas 75024*

*Greenville TX 75401*

**(Schedule 1)  
Investment Summary**

Software & Services			
Software Licenses	License Fees		
<b>Licensed Software</b>			
<i>SessionWorks: Judge Edition License for:</i>			
County Court at Law (1 courtroom and 1 non-courtroom license)			\$6,000
County Court at Law #2 (1 courtroom and 1 non-courtroom license)			\$6,000
196th District Court (1 courtroom and 1 non-courtroom license)			\$6,000
34th District Court (1 courtroom and 1 non-courtroom license)			\$6,000
Justice of the Peace, PCT 1, Pl. 1 (1 courtroom and 1 non-courtroom license)			\$6,000
Justice of the Peace, PCT 2, Pl. 1 (1 courtroom and 1 non-courtroom license)			\$6,000
<b>License Subtotal:</b>			<b>\$ 36,000</b>
<b>Professional Services</b>			
<b>T&amp;M Services</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
Deployment	155.00	4	\$ 620
Setup, Configuration & Consulting	155.00	8	\$ 1,240
Initial Training	145.00	16	\$ 2,320
Go-Live Assistance	145.00	16	\$ 2,320
<b>Services Subtotal</b>			<b>\$ 6,500</b>
<b>Embedded Third Party Software</b>			
None			

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260

<b>Total License Fees</b>	<b>\$ 36,000</b>
T&M Services	\$ 6,500
Subtotal	\$ 42,500
Estimated Travel Expenses	\$ 1,144
<b>Total Contract Price</b>	<b>\$ 43,644</b>

<b>Maintenance &amp; Support Fees:</b>	<b>7,560</b>
<b>(M&amp;S Fees due January 1, 2018)</b>	

## Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and Purchaser.

WHEREAS, Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Purchaser agree as follows:

### 1. CERTAIN DEFINITIONS

- 1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.
- 1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.
- 1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.
- 1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.
- 1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".
- 1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.
- 1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.
- 1.10. Indemnified Parties mean Purchaser and each of its personnel, agents, successors, and permitted assigns.
- 1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.
- 1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.
- 1.13. Licensed Property means the Licensed Software and the Documentation.
- 1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.
- 1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.
- 1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and Purchaser.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that Purchaser has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Purchaser has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Purchaser's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Purchaser in breach hereof; (b) becomes available to Purchaser on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Purchaser prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Purchaser independently of any disclosures made by Tyler.

### 2. TITLE AND LICENSE

2.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Purchaser a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Purchaser's internal administration, operation, and/or conduct of Purchaser's business operations by an unlimited number of users employed by Purchaser on an unlimited number of computers and/or computer stations utilized by Purchaser. Upon Purchaser's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

2.2. Restrictions. Unless otherwise expressly set forth in this Agreement, Purchaser shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Purchaser employs contractors, subcontractors, or other third parties to assist in the Project, Purchaser shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.3. Copies. Purchaser may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Purchaser shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to Purchaser any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. Purchaser shall be responsible for procuring and paying for all Third Person Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Purchaser any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 9.

(c) All Purchaser data shall remain the property of Purchaser. Tyler shall not use Purchaser data other than in connection with providing the services pursuant to this Agreement.

2.6. Purchaser Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by Purchaser Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

3. FEES AND INVOICING

3.1. License Fee. Purchaser shall pay to Tyler the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Purchaser in accordance with Section 3.4.

3.3. Expenses. Purchaser shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4. Invoice and Payment. Tyler shall invoice Purchaser for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc. – Operating

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business, and for which Purchaser shall pay on a T&M basis. Additional services requested by Purchaser which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Purchaser shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

4.3. Third Person Hardware and Third Person Software. Purchaser shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Purchaser acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Purchaser personnel. Purchaser shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 18.15) or to the failure by Purchaser personnel to provide such cooperation and assistance (either through action or omission).

5. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

5.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to Purchaser's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

5.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at Purchaser's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the Purchaser's Project Manager in writing after successful completion thereof.

6. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Purchaser that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

6.2. Optional Purchaser Validation. Purchaser may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute Purchaser's validation.

6.3. Results Final; Correction. Tyler's verification or Purchaser's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, Purchaser's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If Purchaser has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

6.4. Operational Use. Notwithstanding anything to the contrary herein, Purchaser's use of the Licensed Software for its intended purpose

("Operational Use") shall constitute Tyler's verification or Purchaser's validation of the software products, without exception and for all purposes.

6.5. **Final Acceptance.** When the Licensed Software is ready to commence Operational Use, Purchaser shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

## 7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Purchaser in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Purchaser personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at Purchaser's principal place of business or other site selected by Purchaser. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Purchaser's employees or agents in a manner to provide basic end user training. Purchaser shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

## 8. MAINTENANCE SERVICES

8.1. **Maintenance and Support Agreement.** Upon the Effective Date, Tyler shall provide Purchaser with maintenance and support services for the Licensed Software, and Purchaser shall pay the Maintenance and Support Fees.

8.2. **Responsibilities of Purchaser.** In addition to the other responsibilities set forth herein, Purchaser shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Purchaser's computer system, a secure VPN connection for use by Tyler.

## 9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1. **Protection of Tyler Confidential and Proprietary Information.** Purchaser shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Purchaser shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Purchaser shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2. **Judicial Proceedings.** If Purchaser is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Purchaser shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Purchaser nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Purchaser may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Purchaser uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

## 10. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At Purchaser's request, Tyler will add Purchaser as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. Purchaser will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

## 11. REPRESENTATIONS AND WARRANTIES

11.1. **Project Personnel.** All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

11.2. **Media Defects.** The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

11.3. **Pass-Through of Warranties.** Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Purchaser.

11.4. **No Actions, Suits, or Proceedings.** There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

11.5. **Compliance with Laws.** In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

11.6. **Ownership.** Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

11.7. **Certain Business Practices.** Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Purchaser, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

11.8. **Illicit Code.** The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Purchaser property.

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## 12. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION

13.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 13.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

13. INDEMNIFICATION

13.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Purchaser, its agents, contractors, subcontractors, or employees.

13.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Purchaser that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Purchaser's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Purchaser, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Purchaser harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Purchaser against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Purchaser shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Purchaser, or any third party pursuant to Purchaser's directions, or upon the unauthorized use of the Licensed Software by Purchaser.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Purchaser to use the Licensed Software as intended.

14. TAXES

14.1. Tax Exempt Status. Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

14.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

15. INSURANCE

Tyler shall provide, upon the written request of Purchaser (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Purchaser from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Purchaser shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

16. TERM, SUSPENSION, AND TERMINATION

16.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as provided herein.

16.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 16.2.

(a) For purposes of this Section, "Cause" means either:

- (i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;
- (ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
- (iii) breach of Section 9; or
- (iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 16.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 17 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 16.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

16.3. Survival. The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 10; 12; 13; 14; 16; 17; and 18.

17. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Purchaser and Tyler's Vice President of Courts and Justice Systems Division assigned to Purchaser's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Purchaser's chief executive officer or other individual reasonably designated by Purchaser and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 17 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and

escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 9.

#### 18. MISCELLANEOUS

18.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

18.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of Purchaser's Project Manager, which consent shall not be unreasonably withheld. The approval by Purchaser of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

18.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

18.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

18.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

18.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

18.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

18.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

18.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is

that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

18.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

18.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Purchaser may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Purchaser shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Purchaser as a part of this Agreement. Tyler shall make such books and records available to Purchaser during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Purchaser's sole expense.

18.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

18.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

18.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

18.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.2 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

18.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

(Exhibit B)  
**Maintenance and Support Services Agreement**

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and Purchaser.

WHEREAS, Tyler and Purchaser have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, Purchaser has acquired a license to Tyler's Licensed Software.

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge the parties agree as follows:

## 1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Purchaser can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to Purchaser, Purchaser may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that Purchaser documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchaser's remote location; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by Purchaser of the Licensed Software consistent with the license granted to Purchaser.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

1.18. Enterprise Custom Reporting means ability to create custom reports using Microsoft SQL Reporting Services and publish the reports to Odyssey. These published reports can be added to a menu so that users may run them or schedule them like any other Odyssey report

1.19. Learning Management System means the ability to connect to a remote system and receive electronic recorded trainings regarding Odyssey software application.

## 2. END USER RESPONSIBILITIES

2.1. Documenting Defects. Purchaser must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Purchaser shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Purchaser shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, Purchaser-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Purchaser requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other Purchaser Responsibilities. Purchaser shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to Purchaser's servers and data via Tyler provided VPN connection or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software



that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

### 3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

#### 3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist Purchaser in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the Purchaser with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Purchaser IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Purchaser IT staff for server maintenance and configuration for the licensed software environment.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to Purchaser and either the immediately preceding Version Release or all Version Releases released to Purchaser within the prior one (1) year, whichever is greater.

3.11. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Purchaser's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

3.12. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.13. Enterprise Custom Reporting. License and Maintenance of Tyler's Odyssey Enterprise Custom Reporting will be included herein.

3.14. Learning Management System. Ability for end users to connect to remotely hosted system for the purpose of continued training and new hire on

ramps. Tyler will do commercially reasonable efforts to keep videos at current release level and within all areas of the application.

#### 4. ADDITIONAL SUPPORT SERVICES

Purchaser may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Purchaser a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Purchaser and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

#### 5. VERSION RELEASES

Tyler shall notify Purchaser of the occurrence of a new Version Release and shall provide Purchaser with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by Purchaser in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Purchaser at no additional cost. Purchaser shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

#### 6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide Purchaser with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for Purchaser to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. Purchaser is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. Purchaser is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at Purchaser's expense. At the request of Purchaser, Tyler shall participate with Purchaser in discussions with Third Person Software providers on all software maintenance issues.

#### 7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees"). Upon the first and second anniversaries of the Effective Date, the Annual Maintenance and Support Fee shall be increased by no less than 0% and no more than 5% annually.

7.2. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of Purchaser-Specific Customer Enhancements requested by Purchaser and (b)

material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. Purchaser will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting Purchaser's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.4. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

#### 8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.2.

8.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. Purchaser may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by Purchaser during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

#### 9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

#### 10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute

that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

#### 11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

# 14,300



FILED FOR RECORD  
at 11:37 o'clock a M

APR 02 2018

### Agreement

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

This Software License and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hunt County, TX (the "Purchaser").

### Background

Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Purchaser agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Purchaser shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

#### TYLER TECHNOLOGIES, INC.

#### PURCHASER

Signature: *Jeff Puckett*

Signature: *Jim Latham*

Date: 23 September 2014

Date: 9-27-16

Name: JEFF PUCKETT

Name: Jim Latham

Title: PRESIDENT, C.S.J.

Title: Co. Comm. Pct 4 +  
Judge Pro Tem

Address: 5101 Tennyson Parkway

Address: Hunt County  
PO Box 1097

Piano, Texas 75024

Greenville, TX 75403

**(Schedule 1)  
Investment Summary**

Software & Services			
Software Licenses			License Fees
<b>Licensed Software</b>			
<i>SessionWorks: Judge Edition License for:</i>			
County Court at Law (1 courtroom and 1 non-courtroom license)			\$6,000
County Court at Law #2 (1 courtroom and 1 non-courtroom license)			\$6,000
196th District Court (1 courtroom and 1 non-courtroom license)			\$6,000
34th District Court (1 courtroom and 1 non-courtroom license)			\$6,000
Justice of the Peace, PCT 1, Pl. 1, (1 courtroom and 1 non-courtroom license)			\$6,000
Justice of the Peace, PCT 1, Pl. 2, (1 courtroom and 1 non-courtroom license)			\$6,000
Justice of the Peace, PCT 2, (1 courtroom and 1 non-courtroom license)			\$6,000
Justice of the Peace, PCT 4, (1 courtroom and 1 non-courtroom license)			\$6,000
<b>License Subtotal:</b>			<b>\$ 48,000</b>
<b>Professional Services</b>			
<b>T&amp;M Services</b>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Deployment	155.00	4	\$ 620
Setup, Configuration & Consulting	155.00	8	\$ 1,240
Initial Training	145.00	16	\$ 2,320
Go-Live Assistance	145.00	16	\$ 2,320
<b>Services Subtotal</b>			<b>\$ 6,500</b>
<b>Embedded Third Party Software</b>			
None			

Total License Fees	\$	48,000
T&M Services	\$	6,500
Subtotal	\$	54,500
Estimated Travel Expenses	\$	1,144
<b>Total Contract Price</b>	<b>\$</b>	<b>55,644</b>

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
Standard	1,260
<b>Maintenance &amp; Support Fees:</b>	
	<b>10,080</b>
	<b>(M&amp;S Fees due January 1, 2018)</b>

(Exhibit A)  
**Software License and Professional Services Agreement**

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and Purchaser.

WHEREAS, Purchaser desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Purchaser agree as follows:

**1. CERTAIN DEFINITIONS**

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean Purchaser and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and Purchaser.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that Purchaser has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Purchaser from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Purchaser has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Purchaser's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Purchaser in breach hereof; (b) becomes available to Purchaser on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Purchaser prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Purchaser independently of any disclosures made by Tyler.

**2. TITLE AND LICENSE**

2.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Purchaser a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Purchaser's internal administration, operation, and/or conduct of Purchaser's business operations by an unlimited number of users employed by Purchaser on an unlimited number of computers and/or computer stations utilized by Purchaser. Upon Purchaser's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

2.2. Restrictions. Unless otherwise expressly set forth in this Agreement, Purchaser shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Purchaser employs contractors, subcontractors, or other third parties to assist in the Project, Purchaser shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.3. Copies. Purchaser may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Purchaser shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to Purchaser any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. Purchaser shall be responsible for procuring and paying for all Third Person Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Purchaser any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 9.

(c) All Purchaser data shall remain the property of Purchaser. Tyler shall not use Purchaser data other than in connection with providing the services pursuant to this Agreement.

2.6. Purchaser Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by Purchaser Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

3. FEES AND INVOICING

3.1. License Fee. Purchaser shall pay to Tyler the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Purchaser in accordance with Section 3.4.

3.3. Expenses. Purchaser shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4. Invoice and Payment. Tyler shall invoice Purchaser for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc. - Operating

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Purchaser, including travel time by Tyler's personnel from Tyler's place of business to and from Purchaser's place of business, and for which Purchaser shall pay on a T&M basis. Additional services requested by Purchaser which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Purchaser shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

4.3. Third Person Hardware and Third Person Software. Purchaser shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Purchaser acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Purchaser personnel. Purchaser shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 18.15) or to the failure by Purchaser personnel to provide such cooperation and assistance (either through action or omission).

5. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

5.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to Purchaser's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

5.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at Purchaser's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the Purchaser's Project Manager in writing after successful completion thereof.

6. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Purchaser that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

6.2. Optional Purchaser Validation. Purchaser may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute Purchaser's validation.

6.3. Results Final; Correction. Tyler's verification or Purchaser's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, Purchaser's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If Purchaser has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

6.4. Operational Use. Notwithstanding anything to the contrary herein, Purchaser's use of the Licensed Software for its intended purpose

("Operational Use") shall constitute Tyler's verification or Purchaser's validation of the software products, without exception and for all purposes.

6.5. **Final Acceptance.** When the Licensed Software is ready to commence Operational Use, Purchaser shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

## 7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Purchaser in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Purchaser personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at Purchaser's principal place of business or other site selected by Purchaser. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Purchaser's employees or agents in a manner to provide basic end user training. Purchaser shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

## 8. MAINTENANCE SERVICES

8.1. **Maintenance and Support Agreement.** Upon the Effective Date, Tyler shall provide Purchaser with maintenance and support services for the Licensed Software, and Purchaser shall pay the Maintenance and Support Fees.

8.2. **Responsibilities of Purchaser.** In addition to the other responsibilities set forth herein, Purchaser shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Purchaser's computer system, a secure VPN connection for use by Tyler.

## 9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1. **Protection of Tyler Confidential and Proprietary Information.** Purchaser shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Purchaser shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Purchaser shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2. **Judicial Proceedings.** If Purchaser is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Purchaser shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Purchaser nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Purchaser may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Purchaser uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

## 10. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At Purchaser's request, Tyler will add Purchaser as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. Purchaser will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

## 11. REPRESENTATIONS AND WARRANTIES

11.1. **Project Personnel.** All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

11.2. **Media Defects.** The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

11.3. **Pass-Through of Warranties.** Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Purchaser.

11.4. **No Actions, Suits, or Proceedings.** There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

11.5. **Compliance with Laws.** In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

11.6. **Ownership.** Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

11.7. **Certain Business Practices.** Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Purchaser, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

11.8. **Illicit Code.** The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any Purchaser property.

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## 12. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY PURCHASER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION



**13.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 13.2 (INTELLECTUAL PROPERTY INFRINGEMENT).**

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

**13. INDEMNIFICATION**

**13.1. General – Bodily Injury and Property Damage.** Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Purchaser, its agents, contractors, subcontractors, or employees.

**13.2. Intellectual Property.**

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Purchaser that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Purchaser's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Purchaser, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Purchaser harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Purchaser against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Purchaser shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Purchaser, or any third party pursuant to Purchaser's directions, or upon the unauthorized use of the Licensed Software by Purchaser.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Purchaser to use the Licensed Software as intended.

**14. TAXES**

**14.1. Tax Exempt Status.** Purchaser is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

**14.2. Employee Tax Obligations.** Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

**15. INSURANCE**

Tyler shall provide, upon the written request of Purchaser (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Purchaser from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Purchaser shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

**16. TERM, SUSPENSION, AND TERMINATION**

**16.1. Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as provided herein.

**16.2. Termination for Cause.** Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 16.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 16.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 17 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 16.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

**16.3. Survival.** The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 10; 12; 13; 14; 16; 17; and 18.

**17. DISPUTE RESOLUTION**

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Purchaser and Tyler's Vice President of Courts and Justice Systems Division assigned to Purchaser's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Purchaser's chief executive officer or other individual reasonably designated by Purchaser and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 17 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and

escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 9.

#### 18. MISCELLANEOUS

18.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

18.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of Purchaser's Project Manager, which consent shall not be unreasonably withheld. The approval by Purchaser of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

18.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

18.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

18.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

18.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

18.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

18.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

18.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is

that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

18.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

18.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Purchaser may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Purchaser shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Purchaser as a part of this Agreement. Tyler shall make such books and records available to Purchaser during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Purchaser's sole expense.

18.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

18.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

18.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

18.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.2 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

18.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

(Exhibit B)  
**Maintenance and Support Services Agreement**

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and Purchaser.

WHEREAS, Tyler and Purchaser have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, Purchaser has acquired a license to Tyler's Licensed Software.

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge the parties agree as follows:

## 1. CERTAIN DEFINITIONS

1.1. **Terms Not Defined.** Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. **Business Day** means Monday through Friday, excluding Tyler Holidays.

1.3. **Business Hour** means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. **Circumvention or Circumvention Procedures** means, as applied to a Documented Defect, a change in operating procedures whereby Purchaser can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to Purchaser, Purchaser may escalate this Defect as set forth in Section 3.11.

1.5. **Defect** means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. **Documented Defect** means a Defect that Purchaser documents for Tyler pursuant to Section 2.1.

1.7. **Essential Functionality** means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. **Non-essential Functionality** means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. **Legislative Change** means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. **Effective Date** has the meaning set forth in Section 8.1.

1.11. **Service Level 1 Defect** means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchaser's remote location; or (c) systemic loss of multiple essential system functions.

1.12. **Service Level 2 Defect** means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. **Service Level 3 Defect** means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. **Service Level 4 Defect** means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. **Third Person Software** means all third party software required for the operation and use by Purchaser of the Licensed Software consistent with the license granted to Purchaser.

1.16. **Version Release** means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. **Tyler Holidays** means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

1.18. **Enterprise Custom Reporting** means ability to create custom reports using Microsoft SQL Reporting Services and publish the reports to Odyssey. These published reports can be added to a menu so that users may run them or schedule them like any other Odyssey report.

1.19. **Learning Management System** means the ability to connect to a remote system and receive electronic recorded trainings regarding Odyssey software application.

## 2. END USER RESPONSIBILITIES

2.1. **Documenting Defects.** Purchaser must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Purchaser shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Purchaser shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, Purchaser-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Purchaser requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. **Other Purchaser Responsibilities.** Purchaser shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to Purchaser's servers and data via Tyler provided VPN connection or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software.

that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

### 3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

#### 3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist Purchaser in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the Purchaser with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Purchaser IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Purchaser IT staff for server maintenance and configuration for the licensed software environment.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to Purchaser and either the immediately preceding Version Release or all Version Releases released to Purchaser within the prior one (1) year, whichever is greater.

3.11. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Purchaser's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

3.12. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.13. Enterprise Custom Reporting. License and Maintenance of Tyler's Odyssey Enterprise Custom Reporting will be included herein.

3.14. Learning Management System. Ability for end users to connect to remotely hosted system for the purpose of continued training and new hire on

ramps. Tyler will do commercially reasonable efforts to keep videos at current release level and within all areas of the application.

#### 4. ADDITIONAL SUPPORT SERVICES

Purchaser may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Purchaser a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Purchaser and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

#### 5. VERSION RELEASES

Tyler shall notify Purchaser of the occurrence of a new Version Release and shall provide Purchaser with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by Purchaser in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Purchaser at no additional cost. Purchaser shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

#### 6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide Purchaser with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for Purchaser to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. Purchaser is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. Purchaser is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at Purchaser's expense. At the request of Purchaser, Tyler shall participate with Purchaser in discussions with Third Person Software providers on all software maintenance issues.

#### 7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees"). Upon the first and second anniversaries of the Effective Date, the Annual Maintenance and Support Fee shall be increased by no less than 0% and no more than 5% annually.

7.2. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of Purchaser-Specific Customer Enhancements requested by Purchaser and (b)

material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. Purchaser will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting Purchaser's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.4. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

#### 8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.2.

8.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. Purchaser may, at its option, restate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by Purchaser during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

#### 9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

#### 10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute

that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

#### 11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.



Randy Meeks, Sheriff  
 Hunt County Sheriff's Office  
 2801 Stuart Street  
 Greenville, TX 75401  
 (903) 453-6800 Main  
 (903) 453-6832 Fax



MEMORANDUM

DATE: September 20, 2016  
 TO: Cheryl Lowry, Purchasing Agent  
 FROM: Buddy Oxford, Chief Deputy *[Signature]*  
 SUBJECT: Surplus Vehicle, HC # 13579

# 14,301 (1)

FILED FOR RECORD  
 at 11:30 o'clock a M

SEP 27 2016

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

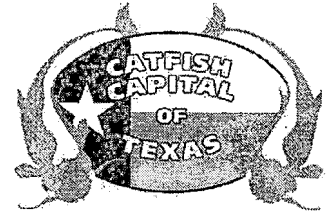
It is requested the Commissioners Court consider the City of West Tawakoni request for one (1) surplus patrol vehicles. Chief of Police Brandon Kilpatrick has selected a 2010 Dodge Charger, VIN 2BAA4CT2AH119052, HC # 13579.

The following equipment is included:  
 Emergency lights attached to outside rear view mirrors;  
 Front windshield Stealth Visor light bar emergency lights;  
 Emergency lights attached to the front grill;  
 Emergency lights Whelen attached to rear of vehicle;  
 Emergency light bars on the rear deck;  
 Jotto Desk console;  
 Kustom Signals Raptor RP 1 radar with two heads;  
 Code 3 model 3672L4 siren with "6085" written on bracket and  
 Radio Antenna.

Attached is a document from the City of West Tawakoni's City Administrator and the Chief of Police.

cc: R. Meeks  
 A. Geer  
 J. Hamilton  
 J. Latham

# THE CITY OF WEST TAWAKONI



May 12, 2016

Chief Deputy Buddy Oxford  
Hunt County Sheriff's Office  
2801 Stuart Street  
Greenville, Texas 75401

Re: Hunt County Sheriff Department Surplus Vehicle

Dear Chief Deputy Oxford,


The City of West Tawakoni Police Department would request that our Department be considered for one of the surplus patrol vehicles that have been taken out of service by the Hunt County Sheriff's Department.


We find ourselves in a situation of being short one patrol vehicle after we had one go down with a blown engine. This issue will soon become even more critical with the addition of another police officer added to the Police Department. We currently have officers sharing one vehicle which puts a strain on not only the vehicle, but the officers as well.

This requested vehicle will be used as a regular patrol vehicle for our officers in the daily performance of their duties. These included traffic control, responding to complaints, including assisting Hunt County Deputies as necessary, and general every day police patrol functions. Our units are also utilized to transport detainees to the Hunt County Jail.

Your support and assistance in this matter will be greatly appreciated.

Respectfully,

  
\_\_\_\_\_  
Brandon Kilpatrick  
Chief of Police

  
\_\_\_\_\_  
Susan Roberts  
City Administrator





Randy Meeks, Sheriff  
 Hunt County Sheriff's Office  
 2801 Stuart Street  
 Greenville, TX 75401  
 (903) 453-6800 Main  
 (903) 453-6832 Fax



#14,301(2)

MEMORANDUM

FILED FOR RECORD  
 at 11:30 o'clock a M

DATE: September 21, 2016  
 TO: Cheryl Lowry, Purchasing Agent  
 FROM: Alan Geer, Lt. Support Services  
 SUBJECT: Surplus Vehicles, HC# 13570 & <sup>A.G.</sup> ~~HC 13579~~

SEP 27 2016

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

It is requested the Commissioners Court consider the City of Celeste request for two (2) surplus vehicles. Chief of Police Dan Turtine has selected a 2010 Dodge Charger, VIN ~~2B3AA4CT2AH119052, HC # 13579~~, and Charger VIN# 2B3LA43T99H537029, HC # 13570. I was advised by Purchasing that we at the Sheriff's Office had to determine which agency got which car. I am going to strike HC# 13579 from Celeste request and ask they be considered for HC #13570

The Following Equipment is included.  
 Emergency Lights attached to outside rear view mirrors;  
 Front windshield Stealth Visor light bar emergency lights;  
 Emergency light bars on the rear deck;  
 Jotto Desk Console;  
 1 radar with two heads HC#08828;  
 Code 3 model 3672L4 siren;  
 Radio Antenna and  
 Cobra Power Invertor.

Attached is a document from the City of Celeste Chief of Police.

cc: R. Meeks  
 B. Oxford  
 J. Hamilton  
 P. Martin



# Celeste Police Department



P. O. Box 399

201 N U. S. Highway 69

Celeste, Texas 75423

Office: (903) 568-4512

Fax: (903) 568-4448

Dan Turrentine, Chief of Police

September 20, 2016

To: Buddy Oxford  
Chief Deputy  
Hunt County Sheriff's Department

This letter is my official request for two of the patrol cars the county is making available. These cars will be placed in service as patrol cars.

I really appreciate this opportunity. This is a great benefit for small agencies, which do not have the funding for newer equipment.

Thanks,  
Dan Turrentine



Randy Meeks, Sheriff  
 Hunt County Sheriff's Office  
 2801 Stuart Street  
 Greenville, TX 75401  
 (903) 453-6800 Main  
 (903) 453-6832 Fax



# 14,301 (3)

FILED FOR RECORD  
 at 11:30 o'clock a M

MEMORANDUM

DATE: September 20, 2016  
 TO: Cheryl Lowry, Purchasing Agent  
 FROM: Buddy Oxford, Chief Deputy *[Signature]*  
 SUBJECT: Surplus Vehicle, HC # 13596

SEP 27 2016

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

It is requested the Commissioners Court consider the Celeste Volunteer Fire Department, Inc. request for the surplus 2006 Chevrolet truck, VIN 1GCHK23U66F168951, HC # 13596.

There is no Emergency Lighting or equipment attached.

Attached is a document from Assistant Chief Cameron Carrell of the Celeste Volunteer Fire Department, Inc.

cf: R. Meeks  
 A. Geer  
 J. Hamilton  
 J. Latham

# **CELESTE VOLUNTEER FIRE. DEPARTMENT, INC**

To whom it may concern:

The Celeste Volunteer Fire Department has learned that the Hunt County Sheriff's office has a white 2006 Chevrolet 2500 truck that they have retired from service and that the truck will be going up for auction soon. The Celeste Volunteer Fire Department would like to obtain the Chevrolet truck to replace our old Ford rescue truck. By replacing our rescue truck with the Chevrolet truck our response times will be faster to medical and mva calls. We would like to thank you for your consideration in this matter. If you have any questions please feel free to contact Chief Matt Ottwell @ (903) 355-0999 or Assistant Chief Cameron Carrell @ (903)456-6532.

Assistant Chief Cameron Carrell



---

09/15/2016

Cheryl Lowry-Purchasing Agent

2507 Lee Street, Room 104

Greenville, Tx 75401

Phone: 903-408-4148

Fax: 903-408-4242

Email: [clowry@huntcounty.net](mailto:clowry@huntcounty.net)

# 14,301(4)  
FILED FOR RECORD  
at 11:30 o'clock a M

SEP 27 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

Re: Request for Contract Renewal for Hunt County

Contract extension date: November 1, 2016 thru October 31, 2017

Medicine Chest Pharmacies (Medicine Chest Institutional Pharmacy, LLC) would like to request a renewal of the Interlocal Agreement extending services from November 1, 2016 through October 31, 2016. Medicine Chest proposes to provide medication through the current Prescription Drug Contract and proposed pricing changes are below.

Brand Medication will be the lower of AWP minus 9.38% or AWP minus 11.38% + \$2.50 dispensing fee.

Generic pricing will be the Invoice/Acquisition + 25% + \$3.50 left.

OTC Medications will be Invoice/Acquisition + 25% + \$2.50 (with a \$4 minimum).

We look forward to continuing to service Hunt County. If you need any assistance or have questions, please feel free to contact me.

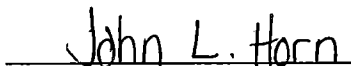
Sincerely,



Chad Michel

President, Medicine Chest

  
\_\_\_\_\_  
Hunt County Judge Signature

  
\_\_\_\_\_  
Hunt County Judge Printed Name

Hunt County Judge Printed Name

#14,302

# PROCLAMATION

FILED FOR RECORD  
at 10:42 o'clock a M

OCT 07 2016

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

## DOMESTIC VIOLENCE AWARENESS MONTH 2016

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

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

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

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

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

*WHEREAS, we encourage domestic violence victims and their families to seek assistance from appropriate victims' organizations such as Women In Need; and,*

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

**NOW, THEREFORE, BE IT PROCLAIMED** that October 2016, be declared Domestic Violence Awareness Month and that in Hunt County, Texas, our community will remember and honor the lives of those lost to domestic violence, and celebrate those individuals that have broken the cycle of violence.

In official witness whereof this 27<sup>th</sup> day of September, 2016.

*John L. Horn*  
Judge John L. Horn

*Eric Evans*  
Commissioner Evans

*Tom McMahon*  
Commissioner McMahon

*Phillip Martin*  
Commissioner Martin

*Jim Latham*  
Commissioner Latham

Attested by *Jennifer Lindenzweig*  
County Clerk



CURRENT

D.A.

DEPARTMENT	SALARY	STIPEND	STATE SUPP	LONGEVITY	PHONE	UNIF	TRAVEL	RETIREMENT 10.00%	FICA 7.65%	INSURANCE 10,540	UNEMP 0.44%	W/COMP % varies	TOTAL	TOTAL OLD
	SALARY	F-HOURLY	F-STIPEND	ST STIPEND	LONG	ST-LO	TRAVEL							
FY 16/17	-1121	-1132	-1144	-1140	-1150		-1160							
ATTORNEY-KMA--new	75,355		17,332	0	115	660								
ATTORNEY-GCG	71,235		16,870	0	300	2400								
ATTORNEY-SBL	71,235		2,500	4,500	300	1680								
ATTORNEY-JTK	71,235		0	0	300	1680								
ATTORNEY-JTO	71,235					960								
INVESTIGATOR-NLN--new	48,702		0	6,000	1200		4050							
INVESTIGATOR-HTG	42,654		0	6,000	1200		4050							
INVESTIGATOR-SKB	41,572		0	0	1200									
CLERICAL-TW	39,717		4,000	3,600	300									
CLERICAL-KDD	35,866		0	2,400	1200									
CLERICAL-CJA	0		32,160	0	0			3,216	2,460	10,540	142	22	48,540	
CLERICAL-SMH	24,000		11,200	0	219									
HOURLY		18,150						1,815	1,388		80	12		
TOTAL	592,806	18,150	84,062	22,500	6,334	7,380	8,100	5,031	3,849	10,540	221	35		
FORFEITURE STP			84,082		0			8,406	6,431	10,540	370	58	109,867	12 PMTS \$ 9,155.55
\$ 21,445.82 WILL PAY HOURLY IN SEPARATE INCRAMENTS ***								total to revenue 10-523-1400-402				\$ 131,312		

#14,303

FILED FOR RECORD  
at 11:30 o'clock M

SEP 27 2016

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

CURRENT

D.A.

DEPARTMENT	SALARY	STIPEND	STATE SUPP	LONGEVITY	PHONE	UNIF	TRAVEL	RETIREMENT 10.00%	FICA 7.65%	INSURANCE 10,540	UNEMP 0.44%	W/COMP % varies	TOTAL
<b>1400-DISTRICT ATTORNEY</b>													
DISTRICT ATTORNEY	14,400	3,600	3,640						1,655				23,295
4 ASST ATTYS	280,640	36,702	4,500	1,408				31,840	24,729	40,280			420,099
1 new ASST ATTY	69,160							6,812	5,291	10,070			91,333
3 INVESTIGATORS	129,056		12,000	2,723			8,100	14,162	11,619	30,210			207,870
3 CLERICAL	96,341	15,200	6,000	1,419			0	11,718	9,100	30,210			169,988
1 CLERICAL		31,120					0	3,065	2,381	10,070			46,636
HOURLY	18,160							1,788	1,388				21,326
FEE FUND STIPEND	2,400							236	184				2,820
STATE LONGEVITY			7,340					723	562				8,625
UNEMP / W-COMP											3,499	4,500	7,999
<b>TOTAL DEPT. 1400</b>	<b>610,147</b>	<b>86,622</b>	<b>33,480</b>	<b>5,550</b>	<b>0</b>	<b>0</b>	<b>8,100</b>	<b>70,345</b>	<b>56,908</b>	<b>120,840</b>	<b>3,499</b>	<b>4,500</b>	<b>999,991</b>
<b>SALARY</b>	<b>FORFEITURE</b>	<b>STIPEND</b>	<b>STATE SALARY SUPP</b>										
575,197		83,022	22,500										
<b>PROPOSED</b>													
DISTRICT ATTORNEY	14,400	3,600	3,640						1,655				23,295
5 ASST ATTYS	360,295	36,702	4,500	1,016				40,251	30,792	52,700			526,257
3 INVESTIGATORS	132,928		12,000	3,600			8,100	14,853	11,982	31,620			215,083
3 CLERICAL	98,583	15,200	6,000	1,719			0	12,250	9,371	31,620			175,744
1 CLERICAL-FORFEITURE		32,160					0	3,216	2,460	10,540			48,376
HOURLY	18,160							1,816	1,388				21,353
FEE FUND STIPEND	2,400							240	184				2,824
STATE LONGEVITY			8,040					804	615				9,459
UNEMP / W-COMP											3,231	3,717	6,948
<b>TOTAL DEPT. 1400</b>	<b>627,756</b>	<b>87,662</b>	<b>34,180</b>	<b>6,335</b>	<b>0</b>	<b>0</b>	<b>8,100</b>	<b>73,429</b>	<b>58,449</b>	<b>126,480</b>	<b>3,231</b>	<b>3,717</b>	<b>1,029,339</b>
<b>SALARY</b>	<b>FORFEITURE</b>	<b>STIPEND</b>	<b>STATE SALARY SUPP</b>										
592,806		84,062	22,500										



TRANSFER  
INV. TO CLERKS

D.A.

DEPARTMENT	SALARY	STIPEND	STATE SUPP	LONGEVITY	PHONE	UNIF	TRAVEL	RETIREMENT 10.00%	FICA 7.65%	INSURANCE 10,540	UNEMP 0.44%	WICOMP % varies	TOTAL	TOTAL OLD
UPDATED REQUEST FY17														
	SALARY	F-HOURLY	F-STIPEND	ST STIPEND	LONG	ST-LO	TRAVEL							
FY 16/17	-1121	-1132	-1144	-1140	-1150		-1160							
ATTORNEY-KMA--now	75,355		17,332	0	115	660								
ATTORNEY-GCG	71,235		16,870	0	300	2400								
ATTORNEY-SBL	71,235		2,500	4,500	300	1680								
ATTORNEY-JTK	71,235		0	0	300	1680								
ATTORNEY-JTO	71,235					960								
INVESTIGATOR-TG	48,702		0	6,000	1200		4050							
INVESTIGATOR-SKB	42,654		0	6,000	1200		4050							
CLERICAL-TW	39,717		4,000	3,600	300									
CLERICAL-KDD	35,866		0	2,400	1200									
CLERICAL-CJA	32,160		0	0	0									
CLERICAL-SMH	33,412		1,788	0	219									
HOURLY ***		18,150						1,815	1,388		80	12		
TOTAL	592,806	18,150	42,490	22,500	5,134	7,380	8,100	1,815	1,388	0	80	12		
FORFEITURE STP			42,490		0			4,249	3,260	0	187	29	50,206	\$ 4,183.81
\$ 21,445.82 WILL PAY HOURLY IN SEPARATE INCRAMENTS ***										total to revenue 10-523-1400-402			\$ 71,651	

FILED FOR RECORD  
at 11:30 o'clock M

SEP 27 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

TRANSFER  
INV. TO CLERKS

D.A.

DEPARTMENT	SALARY	STIPEND	STATE SUPP	LONGEVITY	PHONE	UNIF	TRAVEL	RETIREMENT 10.00%	FICA 7.65%	INSURANCE 10,540	UNEMP 0.44%	W/COMP % varies	TOTAL
UPDATED REQUEST FY17													
<b>1400 DISTRICT ATTORNEY</b>													
<b>CURRENT FY17 ADOPTED</b>													
DISTRICT ATTORNEY	14,400	3,600	3,640						1,656				23,295
5 ASST ATTYS	360,295	36,702	4,500	1,016				40,251	30,792	52,700			526,257
3 INVESTIGATORS	132,928		12,000	3,600			8,100	14,853	11,982	31,620			215,083
3 CLERICAL	99,583	16,200	6,000	1,719			0	12,250	9,371	31,620			175,744
1 CLERICAL-FORFEITURE HOURLY	18,150	32,160					0	3,216	2,460	10,540			48,376
FEE FUND STIPEND	2,400							1,815	1,388				21,353
STATE LONGEVITY			8,040					240	184				2,824
UNEMP / W-COMP								804	615		3,231	3,717	9,459
<b>TOTAL DEPT. 1400</b>	<b>627,756</b>	<b>87,662</b>	<b>34,180</b>	<b>6,335</b>	<b>0</b>	<b>0</b>	<b>8,100</b>	<b>73,429</b>	<b>58,449</b>	<b>126,480</b>	<b>3,231</b>	<b>3,717</b>	<b>1,029,339</b>
<b>SALARY</b>	<b>592,806</b>	<b>FORFEITURE STIPEND</b>	<b>84,062</b>	<b>STATE SALARY SUPP</b>									
			<b>22,500</b>										
<b>PROPOSED</b>													
DISTRICT ATTORNEY	14,400	3,600	3,640						1,656				23,295
5 ASST ATTYS	360,295	36,702	4,500	1,016				40,251	30,792	52,700			526,257
2 INVESTIGATORS	91,356		12,000	3,600			8,100	10,696	8,802	31,620			166,173
3 CLERICAL	108,995	5,788	6,000	1,719			0	12,250	9,371	31,620			175,744
1 CLERICAL-FORFEITURE HOURLY	32,160						0	3,216	2,460	10,540			48,376
FEE FUND STIPEND	18,150							1,815	1,388				21,353
STATE LONGEVITY	2,400		8,040					240	184				2,824
UNEMP / W-COMP								804	615		3,048	2,820	9,459
<b>TOTAL DEPT. 1400</b>	<b>627,756</b>	<b>46,090</b>	<b>34,180</b>	<b>6,335</b>	<b>0</b>	<b>0</b>	<b>8,100</b>	<b>69,272</b>	<b>55,268</b>	<b>126,480</b>	<b>3,048</b>	<b>2,820</b>	<b>979,349</b>
<b>SALARY</b>	<b>592,806</b>	<b>FORFEITURE STIPEND</b>	<b>42,490</b>	<b>STATE SALARY SUPP</b>									
			<b>22,500</b>										

#14,305

RESOLUTION

OCT 07 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

A RESOLUTION OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE SMALL TOWNS ENVIRONMENTAL PROGRAM FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Hunt County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

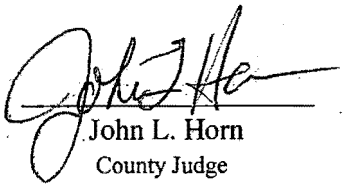
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

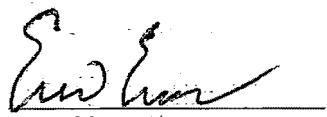
WHEREAS, it is necessary and in the best interests of Hunt County to apply for funding under the Texas Community Development Block Grant Program;

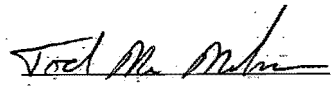
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF HUNT COUNTY, TEXAS:

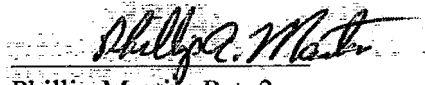
1. That a Texas Community Development Block Grant Program application for the Small Towns Environmental Program Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Small Towns Environmental Program Fund.
3. That the application be for \$325,595.00 of grant funds to provide water system improvements within the Hickory Creek Special Utility District
4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Passed and approved this 27th day of September, 2016.

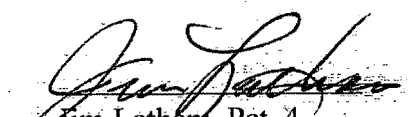
  
John L. Horn  
County Judge

  
Eric Evans, Pct. 1

  
Tod McMahan, Pct. 2

  
Phillip Martin, Pct. 3



  
Jim Latham, Pct. 4

# 14,306

FIRE PROTECTION AGREEMENT CONTRACT

FILED FOR RECORD  
at 11:30 o'clock 2 M

SEP 27 2016

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

THE STATE OF TEXAS §  
COUNTY OF HUNT §

ARTICLE I

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the [fire department name] [- must have contracting authority]

VOLUNTEER FIRE DEPARTMENT.

\_\_\_\_\_ is an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-1; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

WHEREAS, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

NOW, THEREFORE, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

ARTICLE II

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated October 26, 2015 on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to determine

whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to an accident. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE. or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### **ARTICLE IV**

##### **TERM**

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### **ARTICLE V**

##### **COMPENSATION**

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:

- a. Hunt County will provide <sup>2,400.00</sup>~~\$2,650.00~~ per month for such Fire Protection and Emergency Services.
- b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage. This report will be provided to the County by the HCFA.

C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.

D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## ARTICLE VI

### BOOKS, RECORDS, AND EQUIPMENT

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.
- F. The Department shall keep and maintain a list of active members.



- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

**ARTICLE IX**

**NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ HUNT COUNTY,  
TEXAS

By: \_\_\_\_\_  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: \_\_\_\_\_  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK

FIRE DEPARTMENT

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

ATTEST:

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

#14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

**COUNTY OF HUNT §**

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

JAN 24 2017

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

**ARTICLE I**

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Quinlan Fire Department.

Quinlan Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 108 N Epperson St Quinlan TX 75474 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### **ARTICLE IV**

##### **TERM**

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### **ARTICLE V**

##### **COMPENSATION**

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**



Quinlan  
(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

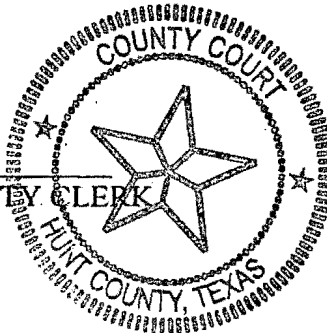
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS

By: [Signature]  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: [Signature]  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



FIRE DEPARTMENT

By: [Signature]  
CHIEF

ATTEST:

By: [Signature]

#14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

FILED FOR RECORD  
at 1:00 o'clock P M

**COUNTY OF HUNT §**

JAN 24 2017

**ARTICLE I**

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Merit Fire Department.

Merit Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 5523 4<sup>th</sup> St Merit TX 75452 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.
- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.

- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt

County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

**ARTICLE IV**

**TERM**

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

**ARTICLE V**

**COMPENSATION**

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.
- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:

- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.
- F. The Department shall keep and maintain a list of active members.

- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

Meat

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

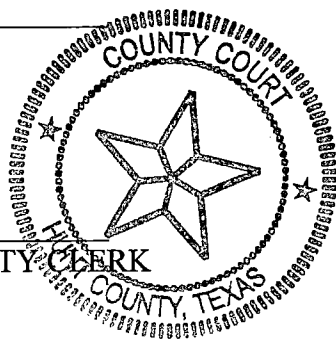
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS

By: [Signature]  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: [Signature]  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



FIRE DEPARTMENT

By: [Signature]  
CHIEF

ATTEST:

By: [Signature]



# 14,304

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**  
**COUNTY OF HUNT §**

FILED FOR RECORD  
at 1:00 o'clock P M

JAN 24 2017

**ARTICLE I**

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the [fire department name] [- must have contracting authority].

**FIRE DEPARTMENT**

Celeste VFD is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 102 South 2nd St Celeste TX 75423 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### ARTICLE IV

##### TERM

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### ARTICLE V

##### COMPENSATION

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

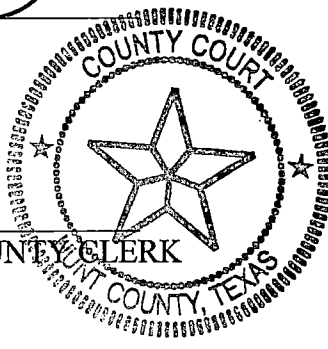
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS

By: [Signature]  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: [Signature]  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



FIRE DEPARTMENT

By: [Signature]  
CHIEF

ATTEST:

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

#14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

FILED FOR RECORD  
at 1:00 o'clock P M

**COUNTY OF HUNT §**

**JAN 24 2017**

**ARTICLE I**

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Wolfe City Fire Department.

Wolfe City Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 106 S Santa Fe St Wolfe City TX 75496 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.



- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### **ARTICLE IV**

##### **TERM**

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### **ARTICLE V**

##### **COMPENSATION**

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be blinding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

(VOLUNTEER FIRE DEPARTMENT)

*Wolff City Vol Fire Dept*

(Legal mailing address)

*Po Box 134 Wolff City Texas 75490*

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

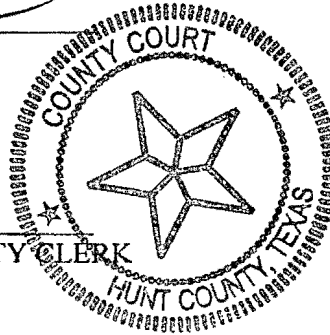
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017. HUNT COUNTY, TEXAS

By: *[Signature]*  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: *[Signature]*  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



*Wolff City*  
FIRE DEPARTMENT

By: *[Signature]*  
CHIEF

ATTEST:

By: *[Signature]*

#14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

FILED FOR RECORD  
at 1:00 o'clock P M

**COUNTY OF HUNT §**

**JAN 24 2017**

**ARTICLE I**

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Commerce Fire Department.

Commerce Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 1103 Sycamore St Commerce TX 75428 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to



determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### ARTICLE IV

##### TERM

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### ARTICLE V

##### COMPENSATION

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
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- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
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- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

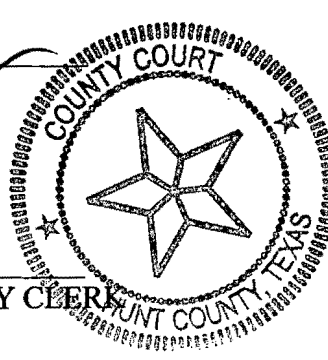
(VOLUNTEER FIRE DEPARTMENT) *Commerce Fire Department*  
(Legal mailing address) *1103 Sycamore St*  
*Commerce, Texas 75428*

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS

By: *[Signature]*  
JOHN HORN, HUNT COUNTY JUDGE



ATTEST:  
By: *[Signature]*  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK

FIRE DEPARTMENT

By: *[Signature]*  
CHIEF

ATTEST:  
By: *[Signature]*

#14,302

FIRE PROTECTION AGREEMENT CONTRACT

THE STATE OF TEXAS §

FILED FOR RECORD  
at 1:00 o'clock P M

COUNTY OF HUNT §

JAN 24 2017

ARTICLE I

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the [fire department name] [- must have contracting authority].

FIRE DEPARTMENT

Cash Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of

4745 Hwy 34 S Greenville TX 75402  
hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

WITNESSETH

WHEREAS, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

WHEREAS, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

NOW, THEREFORE, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

ARTICLE II

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while



responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### ARTICLE IV

##### TERM

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### ARTICLE V

##### COMPENSATION

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT) *Cash Fire Department*

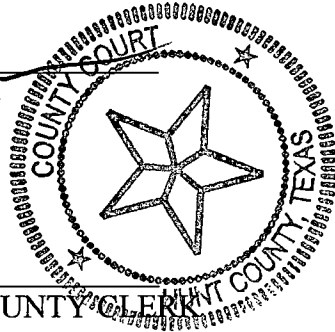
(Legal mailing address) *4745 Hwy 39 South Greenville Tx 75462*

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:


HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS


By:   
JOHN HORN, HUNT COUNTY JUDGE



ATTEST:

By:   
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK

FIRE DEPARTMENT

By:   
CHIEF

ATTEST:

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

# 14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

**COUNTY OF HUNT §**

FILED FOR RECORD  
at 1:00 o'clock P M

JAN 24 2017

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

**ARTICLE I**

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Union Valley Fire Department.

Union Valley Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 7965 FM 1565 Royse City TX 75189 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### **ARTICLE IV**

##### **TERM**

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### **ARTICLE V**

##### **COMPENSATION**

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.



- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be blinding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT) union valley volunteer fire Dept

(Legal mailing address) 7965 F.M. 1565  
Royse City, TX 75189

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

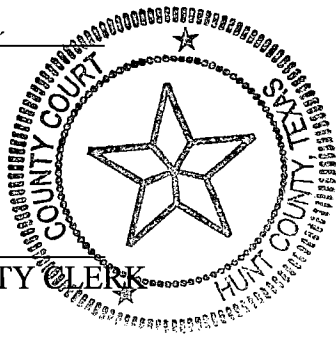
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS

By: [Signature]  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: [Signature]  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



FIRE DEPARTMENT

By: [Signature]  
CHIEF

ATTEST:

By: [Signature]

#14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

FILED FOR RECORD  
at 1:22 o'clock p M

**COUNTY OF HUNT §**

**JAN 24 2017**

**ARTICLE I**

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Lone Oak Fire Department.

Lone Oak Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 201 Katy St Lone Oak TX 75453 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### ARTICLE IV

##### TERM

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### ARTICLE V

##### COMPENSATION

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.



- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be binding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT)

Lone Oak TX Fire Dept

(Legal mailing address)

P O Box 353

Lone Oak TX 75463

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 24 day of January, 2017 .HUNT COUNTY, TEXAS

By: [Signature]  
JOHN HORN, HUNT COUNTY JUDGE



ATTEST:

By: [Signature]  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK

FIRE DEPARTMENT

By: [Signature]  
CHIEF

ATTEST:

By: [Signature]

#14,306

**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

**COUNTY OF HUNT §**

FILED FOR RECORD  
at 1:00 o'clock P M

JAN 24 2017

**ARTICLE I**

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

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Caddo Mills Fire Department.

Caddo Mills Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 2206 Main St Caddo Mills TX 75135 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### ARTICLE IV

##### TERM

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### ARTICLE V

##### COMPENSATION

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be blinding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**



Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)

And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

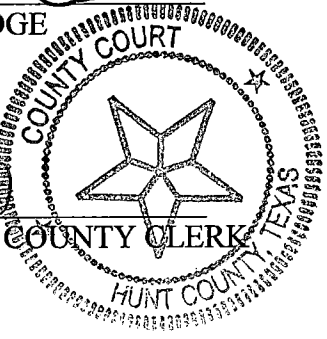
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 19<sup>th</sup> day of Dec., 2016 HUNT COUNTY, TEXAS

By: [Signature]  
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By: [Signature]  
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



FIRE DEPARTMENT

By: [Signature]  
CHIEF

ATTEST:

By: [Signature]

#14,306

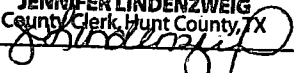
**FIRE PROTECTION AGREEMENT CONTRACT**

**THE STATE OF TEXAS §**

**COUNTY OF HUNT §**

FILED FOR RECORD  
at 1:00 o'clock P M

JAN 24 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

**ARTICLE I**

This agreement ("Agreement"), made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the Campbell Fire Department.

Campbell Fire Department is an incorporated volunteer fire department, or municipal fire department located in Hunt County, at the address of 111 W Main St Campbell TX 75422 hereinafter called "Department" acting through its Fire Chief as authorized by said department. Said agreement made pursuant to authority of: Texas Local Government Code Chapters 352 and 791; Texas Government Code Chapter 418 Subchapters E and E-I; and Texas Civil Practice and Remedies Code Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and

**WHEREAS**, the County is desirous of obtaining certain firefighting services rendered by said department, as more fully hereinafter described and limited,

**NOW, THEREFORE**, for and in Consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now Agree to be valuable and sufficient Consideration, said parties Agree and convenient upon the terms and conditions as follows:

**ARTICLE II**

**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall be any circumstance in which there is a high probability of death or serious injury to an individual or significant property loss, located in any area of Hunt County.

- B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district, has permanent responsibility for first alarm response to fires in such district.
- C. "HCFA" means The Hunt County Firefighters Association, which is a Corporation made up of the Fire Departments in Hunt County that receive funding from the County.
- D. "Urban area" means any area within the corporate limits of an incorporated city, town, or village within said County.
- E. "Department" means a firefighting group that is a member in good standing of the Hunt County Fire Fighters Association.

### **ARTICLE III**

#### **SCOPE AND NATURE OF SERVICES**

- A. Service to be rendered and performed hereunder by the Department are limited to Fire Protection Services normally rendered under circumstances of emergency as hereinafter defined.
- B. It is hereby understood and agreed by and between the parties that the County is divided into Districts as shown by map of Hunt County dated (10-26-15) on file and available for review in the office of the Hunt County Fire Marshal and Hunt County 911 Office, for the purpose of establishing primary responsibility for Fire Protection throughout the County. The HCFA will be responsible for dictation, formation and alterations of District boundaries.
- C. Each department in Hunt County is responsible for making first alarm response to fire or other emergencies within their District. No Department shall respond out of its District unless Mutual and/or Automatic Aid are requested by another department. Local Government Code, Section 418.109.
- D. Such service shall be rendered on first response basis to the District provided, however, when one or more fires are in progress within the County, or when the strength of the firefighting personnel of the Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire, or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster or calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him/her for such purpose, to

determine whether or not such firefighting equipment shall be dispatched, and the judgment of such person in such matter shall be final.

- E. County agrees that Department shall render such services to other Districts in the County if Mutual Aid and/or Automatic Aid is requested by the Department of such District. Department shall have Authority to render Mutual Aid Assistance as provided by Section 418.109 and Section 418.110 of the Local Government Code.
- F. County gives and grants to the Department full and complete authority to operate the Department's vehicles on and over the roads, highways and other thoroughfares of the County and other public places that are subject to the County's maintenance and control. Vehicles must be compliant with State of Texas safety and insurance requirements.
- G. Department agrees that a Firefighter providing service to the County under this Agreement may be considered an Agent of the County as provided by Section 352.004 of the Local Government Code, if all other conditions precedent for that agency relationship are met when engaged in the scope of its duty to provide fire protection services for the residents in any part of the area of the County that lies outside the territorial limits of any municipal corporation. However, it is understood that the Department is a private non-profit corporation and not a governmental entity, and is not an agent of the County for any other purpose.
- H. It is expressly agreed and understood that the Department assumes all responsibility for any injury or damage suffered by any person or property resulting from the provision of any emergency service not the subject of this contract or the use of any member's personal vehicle in response to any dispatch including any damage or injury caused or contributed to by reason of the use or operation of any equipment or tangible property owned by the County or purchased by the County for the Department including attorney fees, costs of court, and other expenses reasonably necessary in preparing and presenting any defense in such matter as well as for any damage for which the County is found liable by any court of competent jurisdiction.
- I. The County's authority shall be limited to that authority provided by Chapter 352 of the Texas Local Government Code or other applicable law. Under that authority and in order to protect the best interest of the residents of the County, each member of the Department shall be subject to a criminal background check and drug screening at the Department's expense upon joining the Department, or within three months after full execution of this Agreement if no criminal background check or drug screening occurred upon the member's joining. An additional drug screening shall occur after any collision or other accident involving a Department vehicle or a member's personal vehicle while

responding to a dispatched emergency call. If any criminal background information or positive drug screen is obtained during these tests and/or background checks, the information shall be forwarded within five (5) business days to the attention of the Hunt County Fire Marshal. If the Fire Marshal or the Department believes the information obtained warrants removal of the member from the Department, the member shall be removed from the Department, or the Department will no longer receive payments from Hunt County under this Agreement. In addition, if it is discovered that the Department intentionally or knowingly failed to perform its duties under this paragraph, it shall repay the monies obtained from the County during the entire period of non-compliance.

- J. Department agrees that if it is known or becomes known that an active member has: (1) ever been convicted of ARSON, MURDER, KIDNAPPING, SEXUAL OFFENSES, SELLING OF DRUGS, CRIMES OF MORAL TURPITUDE, or (2) been convicted of any FELONY, including deferred adjudication, within the past 5 years, such information will be made known to the County through the Hunt County Fire Marshal and said member will be removed from that department. Department agrees that time shall be calculated from the last date of confinement, parole or probation in determining the age of the offense.
- K. The Hunt County Fire Marshal shall be responsible only for the performance of the contract and not responsible for day to day operations of the contracted departments.
- L. The HCFA shall monitor Department performance to include equipment, personnel, training, apparatus and response.

#### ARTICLE IV

##### TERM

The term during which this agreement shall be in force and effect shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_

#### ARTICLE V

##### COMPENSATION

- A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said County, relating to the rendition of Fire Protection Services to areas within the said County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

- B. As consideration for services rendered by the Department there under Hunt County shall make the following payments unless unforeseen budget restrictions prevent payments:
- a. Hunt County will provide \$2,400.00 per month for such Fire Protection and Emergency Services.
  - b. Hunt County will provide \$ 1,916.00 per month to be divided by departments for run overage of dispatched fire calls. This report will be provided to the County by the HCFA.
- C. The County will provide Workman's Compensation Insurance coverage to all Volunteer Firefighters while they are in the performance their duties of firefighter for their perspective department.
- D. The payments from Hunt County listed in Article V. B. above shall be reviewed annually during the budget process, and shall not be made unless approved by the Commissioners during a regularly scheduled session or special session. If the County budget is depleted due to an unforeseen disaster or act of God, the County shall not be under obligation to pay the scheduled amount.

## **ARTICLE VI**

### **BOOKS, RECORDS, AND EQUIPMENT**

- A. The Department shall keep accurate books and records as to all firefighting or other emergency calls made. Such records shall reflect the date, time and the location of where the service was rendered, and the name and exact address if available. At any point the County may request a copy of call record. The Department must provide the requested record with five (5) business days.
- B. Monthly reports shall be submitted to the Texas Fire Incident Reporting System, the Texas Forest Service, and the National Fire Incident Reporting System.
- C. Monthly call reports shall be submitted to the HCFA at the following monthly meeting.
- D. A quarterly report shall be given by the HCFA to the County Commissioners Court that shall include the call volume and number of AMR dispatches, including the number of AMR dispatches that were not responded to, for each department. The quarterly report shall be broken down by Department and call type.
- E. The Department shall keep accurate books and records of all monies spent from County contract funds.

- F. The Department shall keep and maintain a list of active members.
- G. The Department shall have a member attend each of the HCFA meetings to conduct business, report any concerns, ideas, comments, and to keep the Fire Protection in the County moving forward. No Department's receipt of the monies provided for in Section V.B, above, shall be contingent upon attendance of such meeting.
- H. Contract payments shall be distributed from Hunt County to the Department monthly. Payments to Departments whose reports and records are not received by the deadline may be withheld by decision of the County Judge.
- I. The Department shall maintain its firefighting apparatus, personal protection equipment, communications equipment, and other equipment such that it is in good working order at all times. The HCFA shall be entitled to inspect said apparatus and equipment at any reasonable time.
- J. The Department shall maintain sufficient liability insurance in all vehicles used in furnishing fire protection in Hunt County. Verification of insurance will be furnished to the HCFA and kept on file at all times.
- K. The books and records mentioned in the Agreement, including a list of active members, shall be open to inspection with ten days written notice by a person designated by the Hunt County Commissioners Court. Nothing in this section shall limit the application of the Texas Public Information Act.

## **ARTICLE VII**

### **ENTIRE AGREEMENT**

No representation or promise shall be blinding upon parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises,

## **ARTICLE VIII**

### **SEVERABILITY**

If any section of this Agreement should be deemed void for any reason, such action shall affect only that particular section, and will not adversely affect the validity of the Agreement

## **ARTICLE IX**

### **NOTICE**

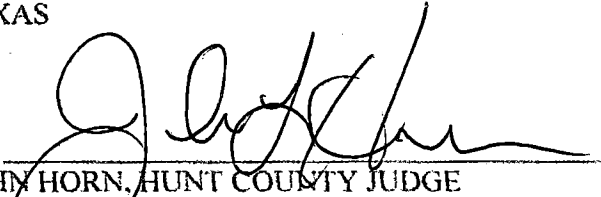
(VOLUNTEER FIRE DEPARTMENT)

(Legal mailing address)


And notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed separately to each of the following:

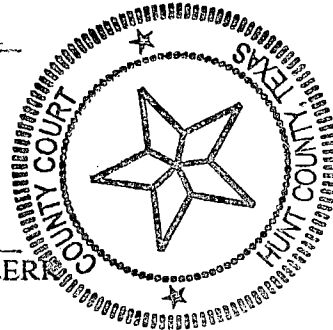
HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
ATTN: HUNT COUNTY FIRE MARSHAL  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 30 day of November, 2016 .HUNT COUNTY,  
TEXAS

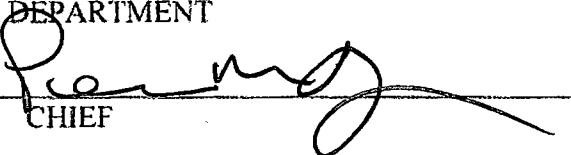
By:   
JOHN HORN, HUNT COUNTY JUDGE

ATTEST:

By:   
JENNIFER LINDENZWEIG, HUNT COUNTY CLERK



CAMPBELL VOL.  
FIRE DEPARTMENT

By:   
CHIEF

ATTEST:

By:   
SAMUEL SCHMITT



**HUNT COUNTY  
 BID AWARD  
 RFB #147-16-Road Rock  
 Effective October 8, 2016 thru October 7, 2017**

2016-2017 Rock Bids & Pricing																
All Prices are per Ton																
			1 3/4 "	1 3/4 "	1 3/4 "	1 3/4 "		1 1/2" Odot	1 1/2" Odot	1 1/2" Odot	1 1/2" Odot		Type B	Type B	Type B	Type B
		1 3/4 "	Flex Base	Flex Base	Flex Base	Flex Base	1 1/2" Odot	Base A	Base A	Base A	Base A	Type B	Grade 3	Grade 3	Grade 3	Grade 3
		Flex Base	Delivered	Delivered	Delivered	Delivered	Base A	Delivered	Delivered	Delivered	Delivered	Grade 3	Delivered	Delivered	Delivered	Delivered
Company	Pit Location	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4
Cactus Express, L.P.	Martin Marietta - Sawyer & Trinity Lester, Elmo, TX	X	\$22.50	\$23.25	\$21.00	\$22.50	X	X	X	X	X	X	X	X	X	X
Dolese Bros. Company*	Coleman, OK	X	X	X	X	X	\$8.30	X	X	X	X	X	X	X	X	X
Trinity Materials	Terrell, TX	\$12.50	X	X	X	X	X	X	X	X	X	X	X	X	X	X
*Dolese also offers the following:																
1 1/2" #57 - \$9.30 per ton, picked up																
3" Surge - \$8.80 per ton, picked up																
Screenings - \$6.45 per ton, picked up																
<b>Codes:</b>																
<b>x-no bid</b>																
The Purchasing Department recommends award of the bid to all responsive bidders pursuant to Texas Local Government Code §262.027 (e)																

# 14,307

at 11:38 AM  
 FILED FOR RECORD  
 SEP 27 2016  
 JENNIFER LINDENZIENS  
 County Clerk, Hunt County, TX  
 RFB #147-16 Rock Bid  
 Page 1 of 3





#14,307

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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	
FILED FOR RECORD at 10:30 o'clock <i>ca</i> M	
SEP 28 2016	
By <i>J. Lindenzweig</i> JENNIFER LINDENZWEIG County Clerk, Hunt County, TX	

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

*DOLESE BROS. Co.*

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.

*NONE*

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.

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 *[Signature]*  
Signature of vendor doing business with the governmental entity

*16 SEP 16*  
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.

Dolese Bros. Co.  
Oklahoma City, OK United States

Certificate Number:  
2016-113462

Date Filed:  
09/19/2016

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:

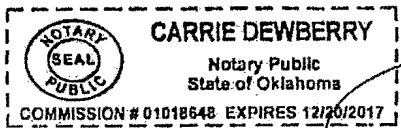
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#147-16  
Crushed Aggregate

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hunt County	Greenville, 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]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Leland W Meiser, this the 19th day of September, 2016, to certify which, witness my hand and seal of office.

Carrie Dewberry Signature of officer administering oath  
Carrie Dewberry Printed name of officer administering oath  
Office Manager 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

Certificate Number:  
2016-113462

Date Filed:  
09/19/2016

Date Acknowledged:  
09/27/2016

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Dolese Bros. Co.  
Oklahoma City, OK United States

**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.  
#147-16  
Crushed Aggregate

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hunt County	Greenville, 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Oklahoma, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 1-877-945-7378      FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Dolese Bros. Co. P. O. Box 677 Oklahoma City, OK 73101	<b>INSURER A:</b> Travelers Property Casualty Company of America      25674	
	<b>INSURER B:</b> New York Marine And General Insurance Company      16608	
	<b>INSURER C:</b> Great American Insurance Company      16691	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W1622674      **REVISION NUMBER:**

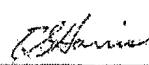
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2J-GLSA-9357B113-16	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2J-CAP-9357B125-16	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ZUP-31N31024-16-NF	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Specific Excess WC			WC2016EP00276	06/01/2016	06/01/2017	Statutory Workers' Comp \$1,000,000 Employers Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ready Mix Concrete Dealer - States of Oklahoma and Louisiana.  
 Specific Excess Workers' Compensation and Employers' Liability for States of Oklahoma and Louisiana.  
 Own Risk No. 8206 - Workers' Compensation Court of the State of Oklahoma

**CERTIFICATE HOLDER**      **CANCELLATION**

Hunt County Purchasing Agent 2507 Lee Street, Room 104 Greenville, TX 75401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Building  
1915 North Stiles Avenue Suite 231  
Oklahoma City, OK 73105-4918  
(405) 522-3222



212 Kerr Office Building  
440 South Houston  
Tulsa, OK 74127-8930  
(918) 581-3732

**FILED**

WORKERS' COMPENSATION COMMISSION  
STATE OF OKLAHOMA  
February 11, 2016  
Norma McRae  
COMMISSION CLERK

**PERMISSION TO CARRY OWN RISK  
WITHOUT COMPENSATION INSURANCE**

**DOLESE BROS CO      OWN RISK #8206**

**PERMIT OF SELF INSURANCE**

Now on this 11th day of FEBRUARY, 2016, this application of DOLESE BROS CO to carry its own risk without compensation insurance under the provisions of 85(A) O.S. § 38(A)(3) is **APPROVED**.

DOLESE BROS CO is hereby exempt from carrying compensation insurance and permitted to carry its own risk from JANUARY 16, 2016 through JANUARY 16, 2017.

AUTHORIZED BY:

*/s/ Kim Bailey*

KIM BAILEY  
EXECUTIVE DIRECTOR

SSmith

A copy of the above Permit was mailed, by regular or Certified United States Mail, on this filed stamped date to:

DOLESE BROS CO  
ATTN: GAYLE BOLDING  
PO BOX 677  
OKLAHOMA CITY, OK 73101-0677

CONSOLIDATED BENEFITS RESOURCES  
ATTN: RICHARD FISHER  
PO BOX 13770  
OKLAHOMA CITY, OK 73113

I do hereby certify that the above is a true and correct copy of the original Permit signed by the Executive Director herein. Witness by my hand and the official seal of this Commission on this date.

*Norma McRae*



Norma McRae  
Commission Clerk  
February 11, 2016

FILED FOR RECORD  
at 10:30 o'clock

# 14,307

SEP 28 2016

JENNIFER LINDENZWEIG  
By County of Hunt

FORM 1295

1 of 1

# CERTIFICATE OF INTERESTED PARTIES

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.  
Trinity Materials, Inc.  
Arlington, TX United States

Certificate Number:  
2016-103483

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

Date Filed:  
08/24/2016

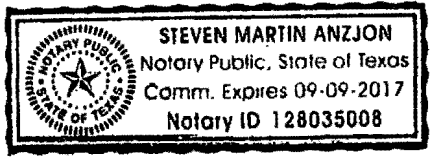
Date Acknowledged:

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.  
#147-16  
Road Rock Twelve Month Contract formal Bid

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.



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

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bryan Gay, this the 24<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Steven Anzjon  
Printed name of officer administering oath

Notary Public  
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.**  
 Trinity Materials, Inc.  
 Arlington, TX United States

Certificate Number:  
 2016-103483

Date Filed:  
 08/24/2016

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

Date Acknowledged:  
 09/27/2016

**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.**  
 #147-16  
 Road Rock Twelve Month Contract formal Bid

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.

\_\_\_\_\_  
 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

N/A

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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.

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

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

N/A

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



# County of Hunt

STATE OF TEXAS

#14,307

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

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

OCT 25 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By

## Invitation To Bid

### Formal Bid # 147-16, Road Rock Twelve (12) Month Contract

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time September 14, 2016.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling 903/408-4148.

### READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: CACTUS EXPRESS, L.P.

Address: 3725 LAMAR

Contact Name: FARON BOSTIC

City, State, Zip: PARIS, TX 75460

Telephone Number: 903-739-9546

FAX Number: 903-739-9531

By:

By: FARON D. BOSTIC

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)



## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
- 4. **Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- 6. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **General Requirements**  
You should be familiar with all of the General Requirements.
- 9. **Attachments**
  - a. **Residence Certification**  
Be sure to complete this form and return with packet.
  - b. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  - c. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - d. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - e. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903/408-4123. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first three (3) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 N., Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is NOT a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

6. **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## SPECIFICATIONS

### FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for Road Rock for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning October 8, 2016 through October 7, 2017. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to September 6, 2016.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7:00 am to 4:00 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

#### **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

#### **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE/DELIVERY FORM**

**FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS**

**Precinct 1 – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans  
Foreman- Mark Bussell (903) 568-4522**

Please Bid only on those items which you can provide:

½" Class C non-crushed mix of clay & natural rock Delivered: \$ \_\_\_\_\_ per ton

½" Class C non-crushed mix of clay & natural rock Picked Up: \$ \_\_\_\_\_ per ton

1 ¾" Flex Base Delivered: \$ 22,50 per ton

1 ¾" Flex Base Picked Up: \$ \_\_\_\_\_ per ton

1 ¾" Rock Delivered: \$ 32,75 per ton

1 ¾" Rock Picked Up: \$ \_\_\_\_\_ per ton

1 ½" Crusher Run Delivered: \$ \_\_\_\_\_ per ton

1 ½" Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

1 ½" Odot Base A Delivered: \$ \_\_\_\_\_ per ton

1 ½" Odot Base A Picked Up: \$ \_\_\_\_\_ per ton

2 ½" Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

2 ½" Crusher Run Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Picked Up: \$ \_\_\_\_\_ per ton

Type B Grade 4 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 4 Picked Up: \$ \_\_\_\_\_ per ton

Riprap Picked Up: \$ \_\_\_\_\_ per ton

Riprap Delivered: \$ \_\_\_\_\_ per ton

If there are any types / grades that are not listed that you would like to bid, please indicate below:

\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton

State your pick up point: TRINITY LESTER, MARTIN MARICITA-Sawyer  
Elmo, Tx

**PRICE/DELIVERY FORM**

**FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS**

**Precinct 2 – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan**  
**Foreman – Greg McDonald (903) 527-3181**

Please Bid only on those items which you can provide:

½" Class C non-crushed mix of clay & natural rock Delivered: \$ \_\_\_\_\_ per ton

½" Class C non-crushed mix of clay & natural rock Picked Up: \$ \_\_\_\_\_ per ton

1 ¾" Flex Base Delivered: \$ 23,25 per ton

1 ¾" Flex Base Picked Up: \$ \_\_\_\_\_ per ton

1 ¾" Rock Delivered: \$ 32,60 per ton

1 ¾" Rock Picked Up: \$ \_\_\_\_\_ per ton

1 ½" Crusher Run Delivered: \$ \_\_\_\_\_ per ton

1 ½" Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

1 ½" Odot Base A Delivered: \$ \_\_\_\_\_ per ton

1 ½" Odot Base A Picked Up: \$ \_\_\_\_\_ per ton

2 ½" Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

2 ½" Crusher Run Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Picked Up: \$ \_\_\_\_\_ per ton

Type B Grade 4 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 4 Picked Up: \$ \_\_\_\_\_ per ton

Riprap Picked Up: \$ \_\_\_\_\_ per ton

Riprap Delivered: \$ \_\_\_\_\_ per ton

If there are any types / grades that are not listed that you would like to bid, please indicate below:

\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton

State your pick up point: TRINITY LESTER, MARTIN MARLETTA - Spurgeon



**PRICE/DELIVERY FORM**

**FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS**

**Precinct 3** – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin  
Foreman – Jason White (903) 662-5332

Please Bid only on those items which you can provide:

½" Class C non-crushed mix of clay & natural rock Delivered: \$ \_\_\_\_\_ per ton

½" Class C non-crushed mix of clay & natural rock Picked Up: \$ \_\_\_\_\_ per ton

1 ¾" Flex Base Delivered: \$ 21.00 \_\_\_\_\_ per ton

1 ¾" Flex Base Picked Up: \$ \_\_\_\_\_ per ton

1 ¾" Rock Delivered: \$ 32.00 \_\_\_\_\_ per ton

1 ¾" Rock Picked Up: \$ \_\_\_\_\_ per ton

1 ½" Crusher Run Delivered: \$ \_\_\_\_\_ per ton

1 ½" Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

1 ½" Odot Base A Delivered: \$ \_\_\_\_\_ per ton

1 ½" Odot Base A Picked Up: \$ \_\_\_\_\_ per ton

2 ½" Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

2 ½" Crusher Run Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Picked Up: \$ \_\_\_\_\_ per ton

Type B Grade 4 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 4 Picked Up: \$ \_\_\_\_\_ per ton

Riprap Picked Up: \$ \_\_\_\_\_ per ton

Riprap Delivered: \$ \_\_\_\_\_ per ton

If there are any types / grades that are not listed that you would like to bid, please indicate below:

\_\_\_\_\_ \$ \_\_\_\_\_ per ton

\_\_\_\_\_ \$ \_\_\_\_\_ per ton

\_\_\_\_\_ \$ \_\_\_\_\_ per ton

\_\_\_\_\_ \$ \_\_\_\_\_ per ton

State your pick up point: Trinity Lester, Martin Morales - Sawyer

**PRICE/DELIVERY FORM**

**FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS**

**Precinct 4 – 1005 ½ Bois D’ Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham  
Foreman - Phillip Staton (903) 886-6321**

Please Bid only on those items which you can provide:

½” Class C non-crushed mix of clay & natural rock Delivered: \$ \_\_\_\_\_ per ton

½” Class C non-crushed mix of clay & natural rock Picked Up: \$ \_\_\_\_\_ per ton

1 ¾” Flex Base Delivered: \$ 22,50 \_\_\_\_\_ per ton

1 ¾” Flex Base Picked Up: \$ \_\_\_\_\_ per ton

1 ¾” Rock Delivered: \$ \_\_\_\_\_ per ton

1 ¾” Rock Picked Up: \$ 29,75 \_\_\_\_\_ per ton

1 ½” Crusher Run Delivered: \$ \_\_\_\_\_ per ton

1 ½” Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

2 ½” Crusher Run Picked Up: \$ \_\_\_\_\_ per ton

2 ½” Crusher Run Delivered: \$ \_\_\_\_\_ per ton

1 ½” Odot Base A Delivered: \$ \_\_\_\_\_ per ton

1 ½” Odot Base A Picked Up: \$ \_\_\_\_\_ per ton

Type B Grade 3 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 3 Picked Up: \$ \_\_\_\_\_ per ton

Type B Grade 4 Delivered: \$ \_\_\_\_\_ per ton

Type B Grade 4 Picked Up: \$ \_\_\_\_\_ per ton

Riprap Picked Up: \$ \_\_\_\_\_ per ton

Riprap Delivered: \$ \_\_\_\_\_ per ton

If there are any types / grades that are not listed that you would like to bid, please indicate below:

\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton  
\_\_\_\_\_ \$ \_\_\_\_\_ per ton

State your pick up point: Trinity Leszar, Martin Marietta - Sugar

PRICE/DELIVERY FORM

FORMAL BID # 147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:

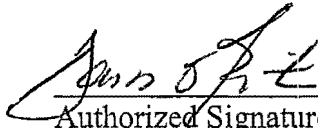
      ✓       YES                                         NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

CACTUS EXPRESS LP

Company Name



Authorized Signature

3725 CAMAN

Address

Aaron D. Bostic

Name (Printed or Typed)

PARIS TX 75460

City, State, Zip

Pres

Title

903-739-9546

Phone

8/28/16

Date

903-739-9531

Fax

adbostice@hcc.com

E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. Late bids will not be accepted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.



HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: **No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**VENUE**

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 5/11

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID #147-16; ROAD ROCK CONTRACT TWELVE (12) MONTHS**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION**

**STATUTORY**

COVERAGE A (See attachment "F")

**EMPLOYERS LIABILITY**

**COVERAGE B**

Bodily Injury by Accident – Each Accident

\$100,000

Bodily Injury by Disease – Policy Limit

\$500,000

Bodily Injury by Disease – Each Employee

\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A -- Each Occurrence

\$1,000,000

COVERAGE B – Personal & Advertising Injury

\$250,000

General Aggregate other than Products

\$1,000,000

Products/Completed Operations Aggregate

\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person

\$250,000

Bodily Injury Liability – Each Occurrence

\$500,000

Property Damage Liability – Each Occurrence

\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**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

FILED FOR RECORD  
at 1:30 o'clock

OCT 25 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

By *[Signature]*

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

*Cactus Express*

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.

*NONE*

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.

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

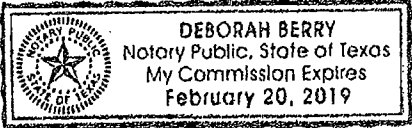
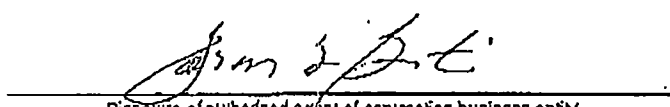
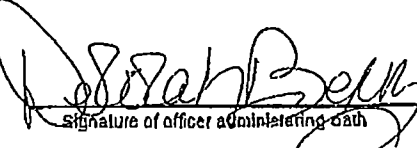
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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 *[Signature]*  
Signature of vendor doing business with the governmental entity

*9-15-16*  
Date

#14,307

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.		<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>																								
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. Cactus Express LP Paris, TX United States	Certificate Number: 2016-112804																									
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Hunt Count	Date Filed: 09/16/2016																									
<b>3</b> 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. Bld# 147-16 Road Rock Twelve Month Contract																										
<b>4</b>	Name of Interested Party	City, State, Country (place of business) <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th colspan="2" style="text-align: center;">Nature of interest (check applicable)</th> </tr> <tr> <th style="text-align: center;">Controlling</th> <th style="text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Nature of interest (check applicable)		Controlling	Intermediary																				
Nature of interest (check applicable)																										
Controlling	Intermediary																									
<b>5</b> Check only if there is NO interested Party. <input checked="" type="checkbox"/>																										
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																										
		 Signature of authorized agent of contracting business entity																								
AFFIX NOTARY STAMP / SEAL ABOVE																										
Sworn to and subscribed before me, by the said <u>Faron Boshe</u> , this the <u>18</u> day of <u>October</u> , 20 <u>16</u> , to certify which, witness my hand and seal of office.																										
 Signature of officer administering oath		Printed name of officer administering oath: <u>Deborah Berry</u> Title of officer administering oath: <u>Comptroller Manager</u>																								



#14,307

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-112904

Date Filed:  
09/16/2016

Date Acknowledged:  
10/21/2016

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Cactus Express LP  
Paris, 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.  
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.  
Bid# 147-16  
Road Rock Twelve Month Contract

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

FILED FOR RECORD  
at 1:30 o'clock P M  
OCT 25 2016  
JENNIFER LINDENZWEIG  
County 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

## Cheryl Lowry

---

**From:** Cactus Express LP <cactusexpresscompliance@outlook.com>  
**Sent:** Friday, October 21, 2016 9:01 AM  
**To:** clowry@huntcounty.net  
**Subject:** Cactus Express  
**Attachments:** 20161021084747229.pdf

Here are the Form CIQ and Form 1295

Deborah Berry  
Compliance Manager  
Cactus Express LP  
2165 NW Loop 286  
Paris TX 75460  
903-739-9546  
903-739-9531 fax  
903-272-5040 cell  
[CactusExpressCompliance@outlook.com](mailto:CactusExpressCompliance@outlook.com)

Delores Shelton, CIO, CCT  
Hunt County Treasurer

FY 11: Monthly Report, August 2016

# 14,308

FILED FOR RECORD  
at 4:00 o'clock P M

OCT 03 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: \$21,838,747.93**

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 27 day of September, 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  
August 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL</b>	6,781,153.51	1,206,905.01	-2,223,998.67	0.00	<b>5,764,059.85</b>
10-TexPool Investment	5,211,270.81	1,654.07	0.00	0.00	<b>5,212,924.88</b>
10-TexStar Investment	1,219,186.78	413.21	0.00	0.00	<b>1,219,599.99</b>
10-InWood Nat'l Bank CD	562,729.68	595.78	0.00	0.00	<b>563,325.46</b>
10-InWood Nat'l Bank CD-2	504,702.24	534.35	0.00	0.00	<b>505,236.59</b>
10-TexPool Investment, Jail	3,153,887.52	1,001.08	0.00	0.00	<b>3,154,888.60</b>
<b>10-General Fund Totals:</b>	<b>17,432,930.54</b>	<b>1,211,103.50</b>	<b>-2,223,998.67</b>	<b>0.00</b>	<b>16,420,035.37</b>
<b>15-Exchange-Tax &amp; Other</b>	174,220.57	48,051.23	-17,570.00		<b>204,701.80</b>
<b>20-Law Library</b>	10,435.31	5,295.00	-7,806.15		<b>7,924.16</b>
<b>21-R&amp;B #1</b>	2,825.70	38,802.00	-104,363.53	90,000.00	<b>27,264.17</b>
21-R&B #1, TexPool Invest	635,342.48	182.37	0.00	-90,000.00	<b>545,524.85</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>638,168.18</b>	<b>38,984.37</b>	<b>-104,363.53</b>	<b>0.00</b>	<b>572,789.02</b>
<b>22-R&amp;B #2</b>	-2,229.58	374,779.27	-158,240.10	135,000.00	<b>349,309.59</b>
22-R&B #2, TexPool Invest	764,574.15	217.02	0.00	-135,000.00	<b>629,791.17</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>762,344.57</b>	<b>374,996.29</b>	<b>-158,240.10</b>	<b>0.00</b>	<b>979,100.76</b>
<b>23-R&amp;B #3</b>	-5,828.01	43,904.72	-110,124.90	85,000.00	<b>12,951.81</b>
23-R&B #3, TexPool Invest	669,205.11	194.60	0.00	-85,000.00	<b>584,399.71</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>663,377.10</b>	<b>44,099.32</b>	<b>-110,124.90</b>	<b>0.00</b>	<b>597,351.52</b>
<b>24-R&amp;B #4</b>	-1,735.82	38,801.99	-156,518.31	135,000.00	<b>15,547.86</b>
24-R&B #4, TexPool Invest	969,864.02	279.32	0.00	-135,000.00	<b>835,143.34</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>968,128.20</b>	<b>39,081.31</b>	<b>-156,518.31</b>	<b>0.00</b>	<b>850,691.20</b>
<b>25-Health Private</b>	51,343.41	2,379.76	-6,383.01		<b>47,340.16</b>
<b>26-State Health Services</b>	-29,796.66	47,267.42	-39,203.27		<b>-21,732.51</b>
<b>27-Hunt County Grants</b>	10,725.81	12,026.45	-7,339.87		<b>15,412.39</b>
<b>68-JP, DDC Fee Fund</b>	139,383.90	759.54	-1,319.17		<b>138,824.27</b>
<b>71-DC Record Management</b>	11,530.70	559.81	0.00		<b>12,090.51</b>
<b>70-Voter Admin 19</b>	1,397.25	0.00	-1,397.25		<b>0.00</b>
<b>74-Elections Special</b>	60,269.17	0.00	0.00		<b>60,269.17</b>
<b>75-CA-DWI</b>	12,633.32	154.28	0.00		<b>12,787.60</b>
<b>81-CC Rec Mgt Preservatic</b>	370,357.02	19,731.97	-4.12	0.00	<b>390,084.87</b>
<b>82-Courthouse Security</b>	24,472.05	4,267.92	-1,967.65		<b>26,772.32</b>
<b>83-Justice Court Sec.</b>	67,992.05	412.67	-786.71		<b>67,618.01</b>

**Hunt County Treasurer  
Monthly Report  
August 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	29,986.24	830.00	0.00		30,816.24
85-Co & District Court Tec	7,432.72	187.70	0.00		7,620.42
86-County Record Preserv	75,503.52	1,517.00	0.00		77,020.52
87-Justice Court Technolo	91,900.13	1,662.78	-823.99		92,738.92
88-County Clerk Archive	352,865.72	17,500.00	0.00		370,365.72
89-County Record Mgt Pre	3,596.64	1,851.14	0.00		5,447.78
91-LEOSE	41,662.12	0.00	-602.44		41,059.68
95-Juv Prob. Center Fund	530,146.58	5,526.86	-27,877.99		507,795.45
96-Juv Prob "A-Z" Grant	93,231.85	2,187.29	-64,554.54		30,864.60
<hr/>					
50-Debt Service (I&S)	131,439.11	9,932.11	-50,693.03	0.00	90,678.19
50-Debt Service TexPool Ir	193,164.13	61.30	0.00	0.00	193,225.43
50-Debt Service Fund Tota	<b>324,603.24</b>	<b>9,993.41</b>	<b>-50,693.03</b>	0.00	<b>283,903.62</b>
<hr/>					
61-Right of Way FundTxPoc	9,051.58	2.78	0.00		9,054.36
<hr/>					
<b>Total of Funds:</b>	<b>22,929,892.83</b>	<b>1,890,429.80</b>	<b>-2,981,574.70</b>	0.00	<b>21,838,747.93</b>

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	853,529.57	-1,883.23	851,646.34	03/2054
Reserve St Comptroller II	213,110.82		213,110.82	
2015 Tax Notes	1,995,000.00	0.00	1,995,000.00	
Series 2015 Refund Bonds	2,985,000.00	0.00	2,985,000.00	
Bond Premium Payable	43,592.41	0.00	43,592.41	
Liability Comp Absence	406,120.00	0.00	406,120.00	
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00	
Totals:	<b>11,710,072.80</b>	<b>-1,883.23</b>	<b>11,708,189.57</b>	

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



# 14,309  
FILED FOR RECORD  
at 11:30 o'clock a M

SEP 27 2016

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

## MEMORANDUM

TO: CountyChoice Silver Participant Counties  
FROM: Texas Association of Counties, Health & Employee Benefits Pool (TAC HEBP)  
RE: 2017 UnitedHealthcare Renewal Packet  
DATE: September 15, 2016

Thank you for your continued participation in the CountyChoice Silver program. The annual renewal process for UnitedHealthcare (UHC) retiree medical benefits is complete. In order to renew participation in the program, please sign the documents enclosed and return to TAC HEBP by October 17, 2016. Listed below are the following forms that must be signed and returned.

- 2017 Renewal Notice and Benefit Confirmation
- 2017 Member Contact Designation Form

TAC HEBP will mail a rate change letter to your retirees. UHC will mail each retiree an Annual Notification of Change (ANOC) as soon as Medicare provides 2017 benefit changes which should be released in late October.

If any portion of the premium is subsidized by the county, please inform retirees of their 2017 rate payment.

**Please note:** the Centers for Medicare and Medicaid Services (CMS) open enrollment dates are October 15<sup>th</sup> through December 7<sup>th</sup>. At this time retirees may disenroll from the UHC program, but cannot re-enroll. All open enrollment changes will be effective January 1, 2017.

Please copy these documents for your records and email, fax or mail the signed documents back to:

TAC HEBP  
P.O. Box 2131  
Austin, TX 78768  
Fax: 512-481-8481

If you have any questions, please contact your Employee Benefits Specialist at 1-800-456-5974.

### Employee Benefits Specialist by Territory

- Melissa Lopez - Northwest
- Maria Castillo - Northeast
- Jennifer Rehme - Southwest
- Lauren Henry - Southeast



**UnitedHealthcare  
2017 Renewal Notice and Benefit Confirmation**

Group: 4439 - Hunt County

Anniversary Date: 1/01/2017

Return to TAC by: 10/17/2016

Please initial and complete each section confirming your group's renewal. Fax to 1-512-481-8481 or email to mariac@county.org.

**RETIREE MEDICAL**

2016 Rates: \$235.68

2017 Rates: \$244.71

Initial to accept 2017 Retiree Medical Rates.

**RETIREE RX**

2016 Rates: \$206.34

2017 Rates: \$222.85

Initial to accept 2017 Retiree RX Rates.

**BILLING METHOD**

**Direct Bill** – The Employer pays \$0 premium. The bill is sent to the Retiree monthly.

Initial to accept Billing Method.

- Rates effective from 1/1/2017 through 12/31/2017.
- Signature on the following page is required to confirm and accept your group's renewal.

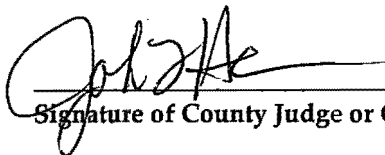
**CountyChoice Silver  
UnitedHealthcare  
Member Contact Designations**

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

Name: Cindy Hames  
Title: Benefits Administrator  
Address: PO Box 1097  
Gfeenville, Tx 75403-1097  
Phone: 903-408-4179  
Fax: 903-408-4285  
Email: hcpayroll@huntcounty.net

**Primary Contact: Main contact for daily matters pertaining to the retiree benefits.**

Name: Delores Shelton  
Title: Hunt County Treasurer  
Address: PO Box 1097  
Greenville, TX 75403-1097  
Phone: 903-408-4171  
Fax: 903-408-4285  
Email: hctreasurer@huntcounty.net



Signature of County Judge or Contracting Authority

09/27/2016

Date

John L. Horn, Hunt County Judge

Please PRINT Name and Title





#14,311

FILED FOR RECORD  
at 11:30 o'clock a M

SEP 27 2016

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

September 16, 2016

Office of Hunt County Commissioners  
P O Box 1097  
Greenville, TX 75401

**Farmers Electric Cooperative Member: Larry G Chreene**  
**Service Order Number: 1608004005**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2526**, which is located approximately **700' east of CR 2560**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Patrick Covington at 903.453.0565.

Sincerely,

*Patrick Covington*

Patrick Covington  
Field Engineering  
pcovington@farmerselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Williams  
Field Engineering Coordinator  
903-453-0549  
twilliams@farmerselectric.coop

#14,312



FILED FOR RECORD  
at 11:30 o'clock 2 M

SEP 27 2016

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

September 9, 2016

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

**Farmers Electric Cooperative Member: Maria C. Delatorre**  
**Service Order Number: 1609001291**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2648 which is located, approximately 1165 feet south of CR 2664 in Hunt County, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Griffin Trommer office, 903-453-0556 or cell, 903-513-9152.

Sincerely,

*Griffin Trommer*

Griffin Trommer  
Engineering Aid  
gtrommer@farmerselectric.coop

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures



#14,313

FILED FOR RECORD  
at 11:30 o'clock 2 M

SEP 27 2016

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

September 13, 2016

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

**Farmers Electric Cooperative Member: Reyes N. Gonzales**  
**Service Order Number: 1309003299**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2173 which is located, 1000' north of FM 1903 in Hunt County, Texas.

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

If you have any questions, please contact Cody Bland office, 903-453-0754 or cell, 903-513-5157.

Sincerely,

*Cody Bland*

Cody Bland  
Engineering Aid

cbland@farmerselectric.coop  
Phone 903-453-0754  
Mobile 903-513-5157

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures



# 14,314

FILED FOR RECORD  
at 11:30 o'clock 9 M  
SEP 27 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By Jennifer Lindenzweig

September 14, 2016

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

**Farmers Electric Cooperative Member: Troy D. Haynes**  
**Service Order Number: 1601003088**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 3208 which is located, .5 miles west of FM 2649 in Hunt County, Texas.

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

If you have any questions, please contact Cody Bland office, 903-453-0754 or cell, 903-513-5157.

Sincerely,

*Cody Bland*

Cody Bland  
Engineering Assistant

cbland@farmerselectric.coop  
Phone 903-453-0754  
Mobile 903-513-5157

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

# 14,320

FILED FOR RECORD  
at 11:30 o'clock a M

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
September 13, 2016 - September 26, 2016

SEP 27 2016

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

<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>
13-Sep	181	45	6	0	0	84	316
14-Sep	180	45	9	0	0	84	318
15-Sep	164	46	15	0	0	91	316
16-Sep	165	44	8	0	0	91	308
17-Sep	166	41	25	0	0	91	323
18-Sep	174	43	9	0	0	91	317
19-Sep	174	43	7	0	0	91	315
20-Sep	170	45	6	0	0	88	309
21-Sep	169	45	8	0	0	88	310
22-Sep	166	46	7	0	0	88	307
23-Sep	169	43	7	0	0	88	307
24-Sep	167	42	11	0	0	90	310
25-Sep	168	40	7	0	0	90	305
26-Sep	170	43	4	0	0	86	303