

FILED FOR RECORD
at 12:14 o'clock P.M.

JAN 23 2018

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

#14,948 (c)

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 (STEP) 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

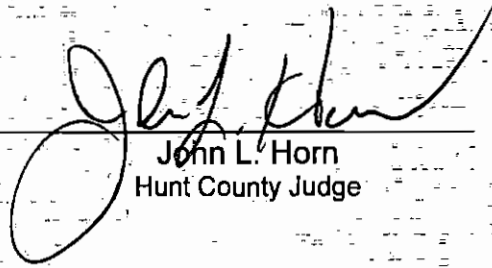
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

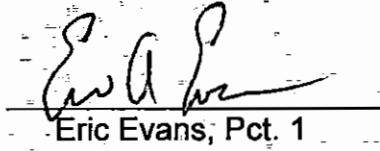
WHEREAS, it is necessary and in the best interests of Hunt County to apply for funding under the Texas Community Development Block Grant Program;

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

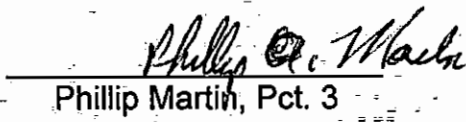
1. That a Texas Community Development Block Grant Program application for the Small Towns Environmental Program Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Small Towns Environmental Program Fund.
3. That the application be for \$299,303 of grant funds to provide first-time water service.
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.

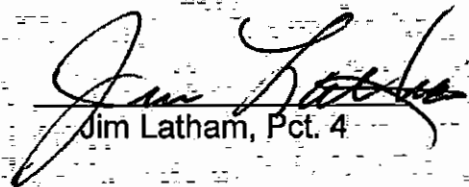
Passed and approved this 23rd day of January, 2018.

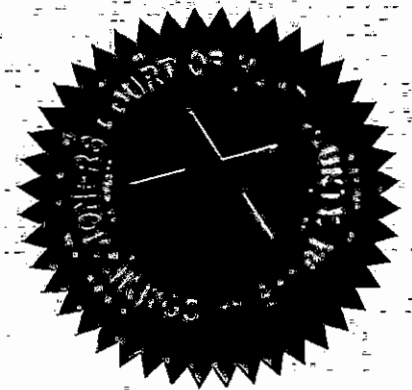

John L. Horn
Hunt County Judge


Eric Evans, Pct. 1


Tod McMahan, Pct. 2


Phillip Martin, Pct. 3


Jim Latham, Pct. 4



Attest: 
Jennifer Undenzweig, County Clerk

14,948 (d)

STATE OF TEXAS

TxCDBG PROJECT AGREEMENT

FILED FOR RECORD
at 10:16 o'clock P M

JAN 23 2018

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

County of Hunt

This AGREEMENT is made between COUNTY OF HUNT, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the SHADY GROVE SPECIAL UTILITY DISTRICT, hereinafter referred to as the SERVICE PROVIDER, acting through its Board of Directors. The term of this Agreement shall be from the start date of the TxCDBG contract to the end date of the TxCDGB contract. Either party may terminate this Agreement with thirty (30) days written notice to the other party. Pursuant to the Interlace Cooperation Act, Texas, Chapter 791, and V.A.T.S. Article -1, Section 2.010, the COUNTY agrees to provide grant funds budgeted for the construction of public water improvements from a County 2018 Texas Community Development Block Grant Program STEP Contract (if awarded) by the Texas Department of Agriculture, hereinafter referred to as the GRANT.

The SERVICE PROVIDER is authorized to bid and contract for the construction of public water improvements. The COUNTY will utilize GRANT funds (if awarded), on behalf of the SERVICE PROVIDER as represented in the TxCDBG application. The SERVICE PROVIDER will be solely responsible for the continued maintenance and operation of the proposed public water improvements. The SERVICE PROVIDER agrees to offer public water service to the households connected to the improvements under its typical and standard service terms.

The parties further agree that the GRANT funds are provided by the COUNTY without warranty of any kind to the SERVICE PROVIDER or any third party, and the SERVICE PROVIDER hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement.

Nothing herein shall be construed to create any rights in third parties.

SIGNED and ENTERED this 23rd day of January, 2018.

COUNTY OF HUNT, TEXAS

SHADY GROVE SPECIAL UTILITY DISTRICT
(SERVICE PROVIDER)

BY

BY:

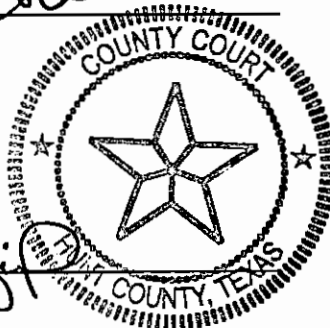
[Signature]
COUNTY JUDGE

PRESIDENT

ATTEST:

ATTEST:

Jennifer Lindenzweig
COUNTY CLERK



BOARD SECRETARY