

#16,446(1)

Tyler Home Office
M Chest Pharmacy Management
PO Box 6397
Tyler, Texas 75711



"Making a difference with service"

Office: 903-630-6000
Fax: 903-767-4247

10/19/20

Cheryl Lowry-Purchasing Agent
2507 Lee Street, Room 104
Greenville, Tx 75401
Phone: 903-408-4148
Fax: 903-408-4242
Email: clowry@huntcounty.net

FILED FOR RECORD
at 12:55 o'clock P M
OCT 27 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tx
By: *Jennifer Lindenzweig*

Re: Request for Contract Renewal for Hunt County

Contract extension date: November 1, 2020 thru October 31, 2021

M Chest Pharmacies (M Chest Institutional Pharmacy Group, LLC) would like to request a renewal of the Interlocal Agreement extending services from November 1, 2020 through October 31, 2021. M Chest proposes to provide medication through the current Prescription Drug Contract at the same pricing as provided under the 2019/2002 agreement as described below:

Brand Medication will be AWP - 10% + \$5.50

Generic pricing will be AWP - 95% + \$5.50

OTC Medications will be AWP - 15% (\$3.99 min)

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

Sincerely,

Doug Sloan
CFO
M Chest Pharmacy

Hunt County Judge Signature

Bobby W. Stovall

Hunt County Judge Printed Name

RUTHERFORD,
TAYLOR &
COMPANY, P.C.
Certified Public Accountants

#16,446(2)

FILED FOR RECORD
at 12:55 o'clock P M

OCT 27 2020

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

2802 Washington Street

Greenville, Texas 75401

(903) 455-6252

Fax (903) 455-6667

October 19, 2020

Honorable County Judge
and Commissioners
of Hunt County, Texas

We are pleased to confirm our understanding of the services we are to provide the Hunt County, Texas (County) for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information which collectively comprise the basic financial statements of the Hunt County, Texas as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules – General Fund and Other Major Special Revenue Funds with legally adopted budgets.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulation, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the results of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form and have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirement of Uniform Guidance. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial

statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U. S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally as required by Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork visit.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives sections of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U. S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform appropriate levels of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform appropriate levels of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of

receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the County's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Engagement Administration, Fees, and Other

We understand that County employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule or prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the reporting period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide fifteen (15) copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be available for public inspection.

The audit documentation for this engagement is the property of Rutherford, Taylor & Company, P.C. and constitutes confidential information. However, pursuant to authority given to it by law or regulation, we may be requested to make certain audit documentation available to the state grantors or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry our oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rutherford, Taylor & Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

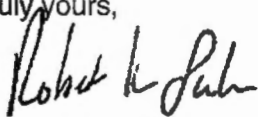
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state grantors. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert K. Lake is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word-processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 47,100. If the provisions of Uniform Guidance that relate to the Single Audit Act apply to the County the fee will not exceed an additional \$ 3,130 for the audit procedures related to the Uniform Guidance requirements. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the audit reports and are payable on presentation. The above fee is based on anticipated cooperation from County personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Hunt County, Texas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

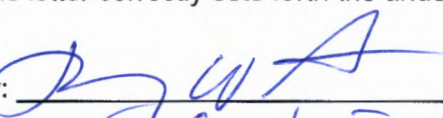
Very truly yours,



Robert K. Lake, CPA
Rutherford, Taylor & Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Hunt County, Texas.

By:  _____

Title: County Judge

Date: Oct. 27, 2020



EXISTING ACCOUNT

AGREEMENT NO. 801112

CUSTOMER NO. _____

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) HUNT COUNTY (MASTER) at 12:55 o'clock FILED FOR RECORD P M LOC. NO. 838

ADDRESS 2507 LEE STREET ROUTE NO. _____

GREENVILLE, TX 75401 DATE 10/12/2020

PHONE (903) 408-4148 SIC/NAICS _____

OCT 27 2020
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Texas

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

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
0101 LS SHIRT-CHINO 100% COTTO	24.86	1	22	184	5.00 .43		93.84	
0123 LS SHIRT-65/35 STRIPE	22.99	1	4	27	4.10 .35		11.07	
0178 LS SHIRT-WELDER DENIM 100	26.83	1	6	57	4.80 .43		27.36	
0201 SS SHIRT-CHINO 100% COTTO	23.59	1	18	146	5.10 .43		74.46	
0223 SS SHIRT-65/35 STRIPED	19.54	1	5	39	3.60 .35		14.04	
027A SS SHIRT-WELDER DENIM 100	26.04	1	1	11	4.80 .43		5.28	
10A5 PANT WOS ELASTIC WAIST 65		1	4	44	4.40 .37		19.36	
1002 PANT 65/35 SOFTWILL PLAIN	25.54	1	6	66	3.60 .32		23.76	
1091 JEAN-DENIM 100% COTTON	26.95	1	35	385	5.30 .47		204.05	
1527 JACKET-65/35 HIP LINED W/	49.37	1	10	20	9.20 .80		18.40	
1921 7200 DISP(EA)HVY DUTY SO		1	2	2/ 2	NC		NC	NC
1925 7255 NAT ORANGE W/PUM 200		1	1	1/ 1	21.1800 12.57		21.18	
1925 7255 NAT ORANGE W/PUM 200		1	1	1/ 1	12.5700		12.57	
6215 PAPER-CONT.ROLL TOWEL-10"		1	1	1/ 1	8.1900		8.19	

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

OTHER CHARGES	AMOUNT
Garment preparation per piece	2.00
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	YES
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.50
Automatic Wiper Replacement	YES
Automatic Linen Replacement	YES
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	214.00 17.00

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS
5% increase per year

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

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

SALES REP: _____ DATE _____

ACCEPTED: [Signature] 10-27-2020 DATE

ACCEPTED⁵: _____ DATE _____

Bobby W. Stovall, County Judge CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.



EXISTING ACCOUNT

AGREEMENT NO. 801112

CUSTOMER NO. _____

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) HUNT COUNTY (MASTER) LOC. NO. 838
 ADDRESS 2507 LEE STREET ROUTE NO. _____
GREENVILLE, TX 75401 DATE 10/12/2020
 PHONE (903) 408-4148 SIC/NAICS _____

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

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
6249 2PLY CTR PULL(EACH)ROLL #	10.08	1	2	3/ 3	12.6400	8.00	37.92	
6268 DISP-CENTER PULL HAND TOW		1	2	3/ 3	NC		NC	NC
72SA SS SCRUB-100%SPUNPOL VNEC		1	4	44	.2300		10.12	
76GA MAT-3X5 GREAT IMP 2.0	61.78	1	5	38 19	3.2200	3.00	61.18	
76GB MAT-4X6 GREAT IMP 2.0	94.58	1	2	30 15	4.8200	4.00	72.75	
76GC MAT-3X10 GREAT IMP 2.0	126.31	1	1	2/ 1	6.0100	5.00	6.01	
8023 WIPERS 18X18 BAGGED		1	3	500 250	.1500		37.50	
8116 WET MOP LARGE WITH RED BA		1	1	2/ 1	1.7900		1.79	
8132 MOPS-COLLAPSIBLE MOP FRAM		1	2	3/ 3	NC		NC	NC
8133 MOPS-COLLAPSIBLE MOP FRAM	14.90	1	2	3/ 3	NC		NC	NC
8165 MOPS WET MOP HANDLE-WOODE		1	1	1/ 1	NC		NC	NC
8324 MOPS-UNFRAMED 24"		1	2	8/ 4	1.1800		4.72	
8336 MOPS-UNFRAMED 36"		1	2	6/ 3	1.6400		4.92	
8581 TERRY CLOTHS-U1ST BAGGED		1	1	150 75	.2500		18.75	

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

OTHER CHARGES	AMOUNT
Garment preparation per piece	2.00
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	YES
Mat Protection Program	NO

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.50
Automatic Wiper Replacement	YES
Automatic Linen Replacement	YES
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	\$14.00 / 13.00

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____ DATE _____
SALES REP (Print Name)

ACCEPTED⁵: _____ DATE _____
LOCATION MANAGER (Signature)

LOCATION MANAGER (Print Name and Title)

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

ACCEPTED: _____ DATE _____
CUSTOMER (Signature)

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.



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CUSTOMER NO. _____

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ADDRESS 2507 LEE STREET ROUTE NO.
GREENVILLE, TX 75401 DATE 10/12/2020
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The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

Table with 9 columns: ITEM DESCRIPTION, LOST/DAMAGED REPLACEMENT CHARGE, SERVICE FREQUENCY, NO. OF PERSONS/ISSUE PER PERSON, TOTAL NO. OF CHANGES/PIECES, PRICE PER CHANGE/PIECE, STANDARD/NON-STANDARD, TOTAL FULL SERVICE, TOTAL VAL-U-LEASE. Includes a note: Minimum weekly charge applies, equal to 75% of the initial weekly install value.

Table with 2 columns: OTHER CHARGES, AMOUNT. Rows include Garment preparation per piece (2.00), Name emblem per piece, Company emblem per piece, Direct Embroidery, Garment Maintenance Program (NO), Loss Protection Maintenance Program (NO), Linen Maintenance Program (YES), Mat Protection Program (NO).

Table with 2 columns: OTHER CHARGES, AMOUNT. Rows include Non-stock sizes per piece (20%), Special cuts per piece (3.00), Restock/Exchange per piece (3.50), Automatic Wiper Replacement (YES), Automatic Linen Replacement (YES), Ongoing Prep Program (NO), Ongoing Emblem Program (NO), DEFE (See description on reverse side) (\$14.00).

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

COMMENTS

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

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

SALES REP: SALES REP (Print Name) DATE
ACCEPTED: LOCATION MANAGER (Signature) DATE
LOCATION MANAGER (Print Name and Title)

ACCEPTED: CUSTOMER (Signature) DATE
CUSTOMER (Print Name and Title)
EMAIL

1 Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
2 Merchandise which is Val-U-Leased is not cleaned by UniFirst.
3 Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

4 All returned checks and declined credit/debit cards subject to \$35 processing fee.
5 This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

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

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

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUURCOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFERRED CHARGE. Customer's invoices may also include a DEFERRED charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

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

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

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature 

Date 10-27-2021

(I have read and agree to all of the above Terms.)

Form #1253R - Rev. 06/20

#16,446(5)



FILED FOR RECORD
at 12:55 o'clock P.M.
OCT 27 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

October 21, 2020

Sent via: clowry@huntcounty.net

Hunt County TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Hunt County TX
3. Equipment Description: 1 or more 2021 Mack Pinnacle Dump Truck
4. Equipment Cost: \$139,900.00
5. Lease Term: 13 months
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

12 monthly payments of \$2,685.00 w/ Balloon \$110,788.25 due 1 month after final payment Arrears
7. Lease Rate: 2.34%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to *increase in current prime rate 3.25%.. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 12/15/2020 Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: *[Signature]* _____ Title

Date: *October 27, 2020* _____

FILED FOR RECORD
at 12:55 o'clock P M

Finance Proposal

OCT 27 2020

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

CUSTOMER
Name: HUNT COUNTY PCT 4
Address: PO BOX 1097
City: GREENVILLE
State: TX

Good if: _____
Acknowledged by: _____ Oct-15-2020
Funded by: _____ Oct-15-2020

DEALER
HOLT TEXAS, LTD.
Sales person: Pemberton E140, Brent
Dealer contact: _____
Telephone: _____

Quote number: 4079426
Fax Number: _____
Quote Date: 15-Sep-20
Quote Time: 02:24:08 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type: Governmental Lease Quoted By: Katelyn Pierce E140
Number of Payments: 24 Monthly Report Created By: Katelyn Pierce E140
Payments: in Arrears

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	M314-07	1000	1	237,268.00	237,268.00	5,818.15	108,160.00	2.9900%

Special Conditions:
M314-07

Serial Number - , Model Year - 2021, Standard Environment;
Major Attachments-Air Conditioning, Outriggers, Ride Control, Cab, Standard Stick, Tires; Blades/Buckets/Rippers-Ditch Cleaning Bucket with Tilt 60", VA Boom, Tool Control, Quick Coupler, General Purpose Bucket, Autolube, Leveling Blade

Payment Structure - Asset
24 Monthly payment(s) 5,818.15

	Model	Insurance	Payment w/Insurance
New	M314-07	205.60	6,023.75

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.
- Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.


Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:


HUNT COUNTY ~~CLERK~~ JUDGE

10-27-2020
Date