#16,752(1)

MAY 1 1 2021

# INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN COLLIN COUNTY AND HUNT COUNTY, TEXAS

THIS AGREEMENT shall become effective upon execution by both **Hunt County**, and **Collin County**, **Texas**; jointly referred to herein as "parties".

WHEREAS, the respective parties are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

#### I. Purpose

The purpose of this Agreement is to authorize the parties mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

# II. Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

#### III. Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

Hunt County Purchasing Agent is hereby designated as the official representative to act for **Hunt County**, **Texas** in all matters relating to this agreement.

Collin County Purchasing Agent is hereby designated as the official representative to act for **Collin County**, **Texas**, in all matters relating to this agreement.

# IV. Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

**HUNT COUNTY, TEXAS** 

By: Bobby W. Stovall

**Hunt County Judge** 

Date signed

Acting on behalf of and by authority of the Hunt County Commissioners

By: Chris Hill

**Collin County Judge** 

Date signed

Acting on behalf of and by authority of the Collin County Commissioners

#### **Cheryl Lowry**

From: Sarah Caton <scaton@co.collin.tx.us>

**Sent:** Thursday, April 29, 2021 10:05 AM

To: clowry@huntcounty.net

Cc: Gina Zimmel

**Subject:** Interlocal Cooperative Purchasing Joint Agreement

Attachments: Interlocal Cooperative Purchasing Joint Agreement - Collin\_Hunt.rtf

#### Good morning,

Collin County would like to enter into a cooperative purchasing agreement with Hunt County. Would Hunt County be open to this? We've attached the agreement for reference. If you'd like to make any changes, let me know, and I'll update the agreement.

#### Thank you,

Sarah Caton Collin County Purchasing 2300 Bloomdale Rd., #3160 McKinney, Texas 75071 972-548-4130 Direct

#### **Cheryl Lowry**

From: Cheryl Lowry <clowry@huntcounty.net>
Sent: Thursday, April 29, 2021 10:51 AM

To: 'Sarah Caton'

Subject: RE: Interlocal Agreement

You're welcome! Thank you ©

Have a great day and weekend!

#### Cheryl Lowry, CTCD

Hunt County Purchasing Agent 2507 Lee Street, Room 104 Greenville, Texas 75401

> T (903) 408-4148 F (903) 408-4242 www.huntcounty.net

HUNTCOUNTY

\*TEXAS \*

From: Sarah Caton [mailto:scaton@co.collin.tx.us]

Sent: Thursday, April 29, 2021 10:21 AM

To: Cheryl Lowry

Cc: Gina Zimmel

Subject: RE: Interlocal Agreement

Cheryl,

That's wonderful! Thank you so much!

Thank you,

Sarah Caton Collin County Purchasing 2300 Bloomdale Rd., #3160 McKinney, Texas 75071 972-548-4130 Direct

From: Chery||Lowry <<u>clowry@huntcounty.net</u>>
Sent: Thursday, April 29, 2021 10:20 AM
To: Sarah Caton <<u>scaton@co.collin.tx.us</u>>
Cc: Gina Zimmel <<u>gzimmel@co.collin.tx.us</u>>

Subject: RE: Interlocal Agreement

\*\*\*\*\* WARNING: External Email. Do not click links or open attachments that are unsafe. \*\*\*\*\*

#### Sarah,

That's awesome. I will get this on our next Commissioner's Court agenda. Our next court will be May 11th.

Thank you,

#### Cheryl Lowry, CTCD

Hunt County Purchasing Agent 2507 Lee Street, Room 104 Greenville, Texas 75401

T (903) 408-4148 F (903) 408-4242 www.huntcounty.net

HUNTCOUNTY \*TEXAS \*

From: Sarah Caton [mailto:scaton@co.collin.tx.us]

Sent: Thursday, April 29, 2021 10:12 AM

To: Cheryl Lowry

Cc: Gina Zimmel

Subject: RE: Interlocal Agreement

Good morning Cheryl,

That's wonderful! It's for various ones. We made the language really vague so you can piggyback on whatever contracts we have and vice versa.

Thank you,

Sarah Caton Collin County Purchasing 2300 Bloomdale Rd., #3160 McKinney, Texas 75071 972-548-4130 Direct

From: Cheryl Lowry <<u>clowry@huntcounty.net</u>>
Sent: Thursday, April 29, 2021 10:06 AM
To: Sarah Caton <<u>scaton@co.collin.tx.us</u>>

Subject: Interlocal Agreement

\*\*\*\*\* WARNING: External Email. Do not click links or open attachments that are unsafe. \*\*\*\*\*

Good Morning Sarah,

Yes ma'am we can do this. Would this be for a particular contract (bid) or various ones?

Thank you,

**Cheryl Lowry, CTCD** Hunt County Purchasing Agent 2507 Lee Street, Room 104 Greenville, Texas 75401

T (903) 408-4148 F (903) 408-4242 www.huntcounty.net







#### FLEETCOR Technologies Operating Company, LLC d.b.a. Fuelman

3280 Peachtree Road, Suite 2400

Atlanta, GA 30305

Phone: (800) 877-0800 • Fax: (770) 453-3019

customerservice@fleetcor.com



#### **ACCOUNT PRICE AGREEMENT - Hunt County**

#### **Pricing Agreement**

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the United States and is subject to the following pricing conditions. FleetCor reserves the right to change the terms and conditions at any time with prior notice being given to Customer, and Customer having the right to terminate this agreement without penalty within 30 days of such notice.

- 1. All payments are due in accordance with FleetCor's Terms and Conditions.
- 2. Monthly billing for all purchases made during the FleetCor month due 14 days after Invoice Date.

Pricing for Gasoline and Diesel. Subject to Never Below FleetCor's Cost rule defined below, Price for gasoline and diesel fuel purchased by Customer will be equal to the sum of the items listed below:

- Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS
  Newsletter Prices") for each product purchased that calendar week. OPIS is an independent company that tracks and provides refiner terminal rack
  prices to re-sellers by Rack Market.
  - Note: Rack Market refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up. Hunt County, Texas retail locations typically pull their product from Caddo Mills, Texas, however the applicable rack for pricing may vary if Customer travels out of the area.
- Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to FleetCor by the card accepting merchant (including any dealer rate adjustments).
- 3. All applicable taxes (Tax Exempt Billing further clarified herein).
- 4. FleetCor's cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

 Unleaded Gasoline
 \$ 0.1300
 Premium Gasoline
 \$ 0.2300

 Mid-Grade Gasoline
 \$ 0.1800
 Diesel Fuel
 \$ 0.1300

Pricing for Alternative Fuels and DEF Dispensed. Should the County purchase alternative fuels such as High Blends of Ethanol (E85, E15, E30), High Blends of Blodlesel (B5 or higher), Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG or Propane), or Diesel Exhaust Fluid (DEF) Dispensed; these products shall be priced based on the Retail Price, less the discounts listed below:

 Discount
 Discount

 High Blends of Ethanol (E15 or Higher)
 -0.020
 DEF Dispensed
 -0.020

 High Blends of Biodlesel (B5 or Higher)
 -0.020
 CNG or LNG (Propane)
 0.000

Never below FleetCor's Cost. FleetCor reserves the right to never bill Customer for any purchase at an off-site retail/commercial location at a price below FleetCor's cost to settle with the card accepting Merchant and in the event that Customer's OPIS Index based price (including markup and all merchant taxes) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

Customer understands that FleetCor is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FleetCor customer and may purchase fuel and any other goods or services, as authorized by FleetCor, at participating FleetCor locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any Invoiced amounts, past due amounts will bear Interest/late fees in accordance with FleetCor's Terms and Conditions. Any disputed charges must be identified by Customer within 45-days of original invoice date. After 45-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay FleetCor's then-current retrieval/research fee that is computed on a per-hour basis with a two-hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FleetCor, Customer will provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individuals on the account may be notified electronically to avoid a disruption in service. Customer shall contact FleetCor customer service if any of this Information changes, such as a newAccounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein, and the attached FleetCor Terms and Conditions for Use of Fleet Cards. Customer further agrees that, upon receipt of FleetCor access cards and driver identification numbers (DINs), Customer will verify that the Customer's list of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FleetCor in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FleetCor regarding Customer's account.

Effective date of this Pricing Agreement shall be May 23, 2021 through May 22, 2022.

Agreed to and accepted this 30th day of April 2021

Signature: Name/Title: Bobby W. Stovall County Judge

FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC D.B.A. FUELMAN

Signature:

Name/Title: Mark Roberts, Director - Bids & Contracts

#### FleetCor's General Terms & Conditions for Use of Fleet Cards

#### 1.1 Security, Loss, Theft, or Unauthorized Use of Card.

- 1.1.1 General Security. Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.
- 1.1.2 Fuelman's Liability. In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1 and in the event that the Account has been issued fewer than ten (10) Cards, Fuelman will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.
- Customer's Responsibility. It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.
- 1.1.4 Lost or Stolen Cards. Customer shall report all lost or stolen Cards to Fuelman immediately via phone call or email to Fuelman's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that Fuelman receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.
- **1.1.5 Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.
- 1.1.6 Merchant Limitations. The personnel (if any) at a Merchant Location are not the agents or employees of Fuelman and Fuelman shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.
- 1.1.7 POS Authorization Limitations. Authorization controls are provided as a convenience to the Customer and are

- not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.
- 1.1.8 Claims. All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

#### 1.2 Account Administration and Card Issuance.

- 1.2.1 Credit Limit. Upon receipt of notice of award of Bid/contract and signed credit applications from Customer, Fuelman will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on Fuelman's evaluation of the Customer's creditworthiness. The initial Credit Limit has already been established (for existing older accounts already using Fuelman). Fuelman reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the Bid or this response to Bid.
- 1.2.2 Administration of Cards. Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1 for more information regarding Customer responsibilities.
- 1.2.3 Cancellation of Cards. If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify Fuelman via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that Fuelman receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.
- 1.2.4 Suspension of Cards. Fuelman, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate Fuelman to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.
- 1.2.5 Suspension of Account. Fuelman, at its sole discretion, may suspend or terminate the use of an Account at any time for any reason, including, but not limited to, inactivity, unusual activity, change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

#### 1.3 Payments.

- 1.3.1 Applying Payments. Fuelman uses a "balance-forward" based accounting system. Therefore, all payments made by Customer to Fuelman will be applied accordingly against the outstanding amount due at the time the payment is received. Subject to applicable law, we will apply and allocate payments and credits among balances owed by Customer (whether for purchases, fees, interest, or otherwise) in any order and manner determined by Fuelman in its sole discretion. Customer agrees that Fuelman has the unconditional right to exercise this discretion in a way that is most favorable or convenient to Fuelman.
- 1.3.2 Payment Methods/Remittance Advice. By the Due Date specified on FleetCor's Invoice/Statement to Client, Client will submit payment by valid check or other payment method described below equal to the accumulated balance of the Account for the previous Billing Cycle. All remittances should include the complete Bill Group (BG) account number in order to be processed. Checks paying multiple BG account numbers should include a check stub or remittance advice listing all BG account numbers being paid including amount for each. Failure to include the complete BG account number(s) shall delay payment posting which might cause the account to be considered delinquent. Additional payment methods include:
- 1.3.3 Electronic Payment Option (EFT Pull by FleetCor). To ensure that no late fees or finance charges occur, FleetCor offers the option for client to use Electronic Funds Transfer payment method that will be set to occur on the due date. Client must submit an EFT Authorization form with voided check to establish this payment option. This payment option is Free of Charge.
- **1.3.4 Web-based Payment Option.** FleetCor offers the option for Customer to use an Internet based web payment method. Customer would initiate payments on-line using instructions that will be provided by FleetCor upon request by Customer.
- **1.3.5 Payment by Phone.** By the Due Date, Fuelman will initiate, at Client's request, payment by phone. Fuelman reserves the right to charge a fee of twenty five (\$25) for each payment by phone.
- 1.3.6 Late Payments. All payments made by Customer to Fuelman that are not received by the Due Date are considered late.
- **1.3.7 Insufficient Funds.** If a check, credit card charge, or EFT/ACH is returned or denied, Fuelman reserves the right to charge Insufficient Funds Fee equaling the lesser of fifty dollars (\$50) or the maximum amount allowable by applicable law for each occurrence.

#### 1.4 Limitation of Liability.

THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS. WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE (IN ADDITION TO, IN THE CASE OF LIABILITIES OF THE STATE, ANY OUTSTANDING INVOICES FROM FLEETCOR).

#### 1.5 Force Majeure.

FleetCor shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

# 16, 752(4)



BuyBoard Vendor No. #601-19 Quote No. 0521-1804

**Hunt County Purchasing Agent** 2500 Lee Street, Room 104 Greenville, TX 75401 PH: 903-408-4148

Email: rstrait@huntcounty.net Attention: Randy Strait

May 3, 2021



Bid#:

Belly dump "White"

**Brand:** 

**CPS** 

Model No:

"2022" 40' SBD

Style:

"Standard" design all welded steel open top belly dump design

Capacity:

20.0 cubic yards, (23.5 cubic yards with 10" bang boards), water level

**Dimensions:** 

40'- 0" overall length, 8'- 0" width, 9'- 1" side height not including bang boards

Sides:

12 gauge corrugated steel panels

Front/Rear:

12 gauge corrugated steel panels

Top/Bottom rail: 4" x 6" x 3/16" tube HSLA, 80,000 lb. Tensile strength design

Bumper:

Push block design

Gates:

Heavy-duty AR235, 10 gauge steel design, slide locks, air controlled with manual valve

located on driver side, and electric wired to front for cab use.

Hoppers:

12 gauge steel sides and slopes with 54" x 108" opening. Double gate design with

3/16" steel plate and 1/4" steel sidewalls

Air System:

Twin 8" bore air cylinders with 60 gallon air reservoir, filter, oiler, and quick release valve

Suspension:

Hendrickson air ride suspension

Tires/Wheels:

11R22.5 radials on 22.5 x 8.25 steel wheels

Axles:

25,000 lb. Capacity, quick change brake shoes, auto slacks, hub-piloted hubs, cast drums, brake chambers mounted on top of axle, and 2S/1M ABS system (2-sensors/1-modulator)

Dirt Deflector:

Mounted in front of axles to protect chambers

King Pin:

Heavy-duty oscillating upper plate with standard SAE king pin

Landing Gear:

4" x 4" standard galvanized drop pin, stiff leg design

Tarp:

Cramaro Electric Flip tarp system. Tarp: black mesh

Lights:

Sealed wiring harness with LED lights

Fenders:

Located at both front and rear

Paint:

All steel parts primed and painted White

Warranty:

Three (3) structural and one (1) year on all vendor parts

Inspection:

Texas inspection included

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Page 2 / 2

BuyBoard Vendor No. #601-19 Quote No. 0521-1804

Hunt County Purchasing Agent 2500 Lee Street, Room 104 Greenville, TX 75401 PH: 903-408-4148

Email: rstrait@huntcounty.net Attention: Randy Strait

May 3, 2021

Price:	F.O.B. Caddo Mills, TX excluding all taxes \$41,200.00 per trailer
D. P.	Annual materials Mild Late Outside 2021 by and instance about
Delivery:	Approximately Mid-Late October, 2021 but subject to change based on time of order. One (1) trailer total.
Terms:	Price valid for twenty (20) days from date of quote. Upon receipt of signed contract and county purchase order, pricing will be locked.
To Order:	-Email signed contract and purchase order to: <a href="mailto:jayson.barrow@tntxtruck.com">jayson.barrow@tntxtruck.com</a> -Mail original purchase order and signed contract to: Lonestar Truck Group – 109 Lone Star Crossing – Nash, TX 75569
Customers Nam	ne:
Purchase Order	-#:
Customers Sign	ature: Date: 2021

# #16,752(5)



BuyBoard Vendor No. #601-19 Quote No. 0521-1805

**Hunt County Purchasing Agent** 2500 Lee Street, Room 104 Greenville, TX 75401 PH: 903-408-4148

Email: rstrait@huntcounty.net Attention: Randy Strait

May 3, 2021

Bid#:

Belly dump "Black"

Brand:

**CPS** 

Model No:

"2022" 40' SBD

Style:

"Standard" design all welded steel open top belly dump design

Capacity:

20.0 cubic yards, (23.5 cubic yards with 10" bang boards), water level

**Dimensions:** 

40'- 0" overall length, 8'- 0" width, 9'- 1" side height not including bang boards

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12 gauge corrugated steel panels

Front/Rear:

12 gauge corrugated steel panels

Top/Bottom rail: 4" x 6" x 3/16" tube HSLA, 80,000 lb. Tensile strength design

Bumper:

Push block design

Gates:

Heavy-duty AR235, 10 gauge steel design, slide locks, air controlled with manual valve

located on driver side, and electric wired to front for cab use.

Hoppers:

12 gauge steel sides and slopes with 54" x 108" opening. Double gate design with

3/16" steel plate and 1/4" steel sidewalls

Air System:

Twin 8" bore air cylinders with 60 gallon air reservoir, filter, oiler, and quick release valve

Suspension:

Hendrickson Air ride suspension

Tires/Wheels:

11R22.5, radials mounted on steel inside and outside aluminum wheels

Axles:

25,000 lb. Capacity, quick change brake shoes, auto slacks, hub-piloted hubs, cast drums, brake chambers mounted on top of axle, and 2S/1M ABS system (2-sensors/1-modulator)

Dirt Deflector:

Mounted in front of axles to protect chambers

King Pin:

Heavy-duty oscillating upper plate with standard SAE king pin

Landing Gear:

4" x 4" standard galvanized drop pin, stiff leg design

Tarp:

Cramaro Electric Flip tarp system. Tarp: black mesh

Lights:

Sealed wiring harness with **LED lights** 

Fenders:

Located at both front and rear

Paint:

All steel parts primed and painted BLACK

Warranty:

Three (3) structural and one (1) year on all vendor parts

Inspection:

Texas inspection included

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BuyBoard Vendor No. #601-19 Quote No. 0521-1805

Hunt County Purchasing Agent 2500 Lee Street, Room 104 Greenville, TX 75401 PH: 903-408-4148

Email: rstrait@huntcounty.net Attention: Randy Strait

May 3, 2021

Price:	F.O.B. Caddo Mills, TX excluding all taxes \$42,430.00 per trailer					
Options:	Available on request					
Delivery:	Approximately Mid-Late October, 2021 but subject to change based on time of order. One (1) trailer total.					
Terms:	Price valid for twenty (20) days from date of quote. Upon receipt of signed contract and county purchase order, pricing will be locked.					
To Order:	-Email signed contract and purchase order to: <a href="mailto:iayson.barrow@tntxtruck.com"><u>iayson.barrow@tntxtruck.com</u></a> -Mail original purchase order and signed contract to: Lonestar Truck Group – 109 Lone Star Crossing – Nash, TX 75569					
Customers Nam	e:					
Purchase Order	#:					
Customers Sign	nture: Date: 2021					

# 16,752 (6)

21PH210002

By County Clerk Hunt County, TX

IN THE JUSTICE COURT

VS.

Marcus Aguazul Petty's Wrecker Service Hunt County Sheriff's Office

THE STATE OF TEXAS

PRECINCT 2, PLACE 1

HUNT COUNTY, TEXAS

#### ORDER AWARDING POSSESSION OF PROPERTY

WHEREAS, on 04/28/2021 in the Justice Court of Precinct 2, Hunt County, Texas, came Kenneth Peters, a Peace Officer with Hunt County Sheriff's Office seized the following property:

20 ft Arising Cargo Trailer vin 5YCBE2020DH009985

All parties expressing a claim to possession having been properly notified of this examining trial, and those desiring to assert such claim to possession having appeared in person or through their attorney, the court, after hearing all the evidence and testimony, find that no criminal action regarding this property is pending and is of the opinion that the possession of the above described property should be awarded to Hunt County whose mailing address is 2801 Stuart St, Greenville, TX.

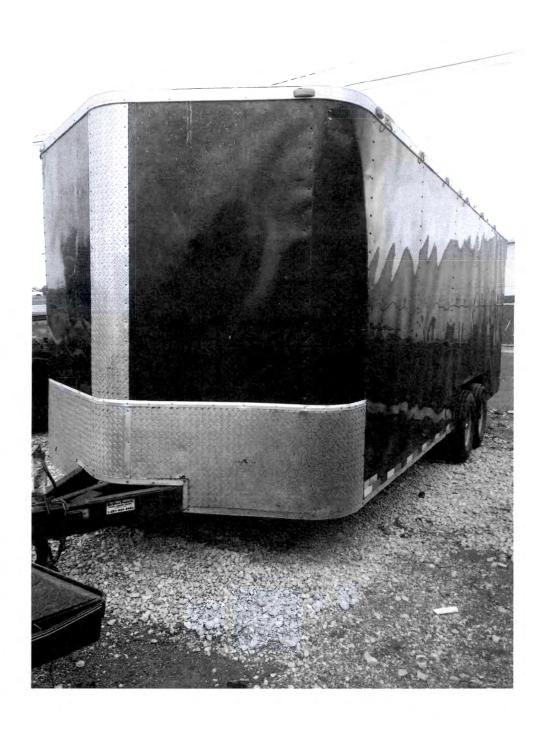
THEREFORE IT IS ORDERED that the possession of this property now in the possession be immediately transferred to Hunt County, subject to the condition that such property shall be made available to the State should it be needed in further prosecutions, or that any court having jurisdiction over the offense may order the property to be used for evidentiary purposes; and furthermore the court finds that:

<u>X</u>	no storage charges are currently due at this time,											
	storage	charges	in the	amount		\$a		currently ORDER				
	pay such	n charges	before t	ne proper	y sc	awarded ma	y be	e transferr	ed to	Claim	ant.	

and it is further ORDERED that Kenneth Peters a Peace Officer with Hunt County will make due return, showing execution of same.

Signed and entered this 28th day of April 2021

Kerry L. Crews Judge Presiding



#16,752(7)

21PH210003

THE STATE OF TEXAS

VS.

Shawn Harvey Petty's Wrecker Service Hunt County Sheriff's Office MAY 11 2021

By County Clerk Hunt County, TX

IN THE JUSTICE COURT

PRECINCT 2, PLACE 1 HUNT COUNTY, TEXAS

#### ORDER AWARDING POSSESSION OF PROPERTY

WHEREAS, on 04/28/2021 in the Justice Court of Precinct 2, Hunt County, Texas, came Kenneth Peters, a Peace Officer with Hunt County seized the following property:

22FT Lamar tandem axle flatbed trail Vin obliterated

All parties expressing a claim to possession having been properly notified of this examining trial, and those desiring to assert such claim to possession having appeared in person or through their attorney, the court, after hearing all the evidence and testimony, find that no criminal action regarding this property is pending and is of the opinion that the possession of the above described property should be awarded to Hunt County whose mailing address is 2801 Stuart St, Greenville, TX.

THEREFORE IT IS ORDERED that the possession of this property be immediately transferred to Hunt County, subject to the condition that such property shall be made available to the State should it be needed in further prosecutions, or that any court having jurisdiction over the offense may order the property to be used for evidentiary purposes; and furthermore the court finds that:

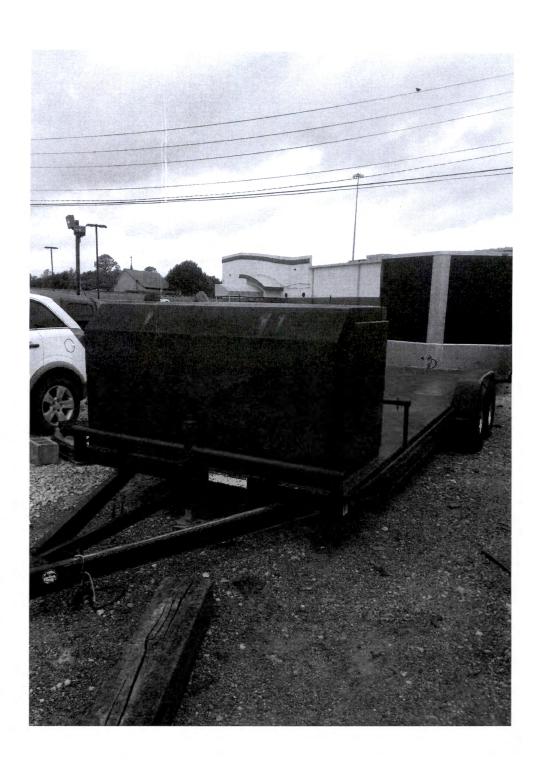
X	no storage charges are currently due at this time,										
	storage	charges	in 1	the	amount		\$accordingly				
	pay such	n charges	befor	re th	e propert		awarded m				

and it is further ORDERED that Kenneth Peters a Peace Officer with Hunt County will make due return, showing execution of same.

Signed and entered this 28th day of April, 2021

E CECONO A

Kerry L. Crews Judge Presiding



#16,752(12)

# University of North Texas Center for Public Management

(Jovernment Treasurers' Organization of Texas

Co Sponsored by

Certificate of Attendance presented to

# Brittni Turner

For completion of training on the Texas Public Funds Investment Act and related investment issues

March 26, 2021 ...... 2 hours

FILED FOR RECORD

MAY 1 1 2021

Patrick Shinkle TSBPA CPE Sponsor 007716 Center for Public Management



John Hellerstedt, M.D.

Commissioner

#16,752(13)

Thursday, April 15, 2021

The Honorable Judge Bobby Stovall Hunt County Judge 2507 Lee Street Room 202 Greenville, Texas 75401

RE: Hunt County Health Authority Renewal – Dr. Gina Rushing USPS Tracking # 7015-1520-0002-1546-1556

Dear Judge Stovall,

The Health Authority for **Hunt County** will expire for **Dr. Gina Rushing** on **May 23, 2021**. Enclosed are the necessary appointment certificates and contact information sheet needed for appointment:

- 1. Statement of Elected/Appointed Officer
- 2. Oath of Office for Health Authorities in the State of Texas
- 3. Certificate of Appointment for a Health Authority
- 4. Health Authority Contact Information

All four original documents must be completed and mailed to the DSHS PHR 2/3 Regional Office in the enclosed envelope. The original documents shall remain on file at the Regional Office in Arlington and I will forward a copy to DSHS Central Office. If you like the electronic copy of these forms, please email me at <a href="mailto:samuel.savala@dshs.texas.gov">samuel.savala@dshs.texas.gov</a>. For any questions, please call (817) 264–4502.

Together, Texas Department of State Health Services and all Health Authorities, now have a duty to our community, state, nation and profession to protect public health.

In Good Health,

Samuel Savala

Staff Services Officer to Regional Medical and Deputy Director

Texas Department of State Health Services

Public Health Region 2/3 Headquarters

(O) (817) 264 - 4502 | (F) (817) 264 - 4506

Enclosures: Health Authority Documents



# APPOINTMENT OF HEALTH AUTHORITY General Instructions

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities.

#### **Definition and Term of Office**

In accordance with <u>Texas Health and Safety Code § 121.021</u>, a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- · Commissioners courts
- · Governing bodies of municipalities
- Local health department directors who are not physicians
- Public health district directors who are not physicians

#### **Duties**

Under Texas Health and Safety Code § 121.024, a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

#### **Required Forms**

Each newly appointed Health Authority must file copies of three forms with the Regional Medical Director for the respective DSHS Health Service Region immediately after appointment to office:

- 1. **Statement of Appointed/Elected Officer:** Constitutional oath that the Health Authority did not give or promise any material, financial, or other reward in return for the appointment.
- 2. **Oath of Office:** Constitutional oath to execute the duties of the office of Health Authority.
- 3. **Certificate of Appointment.** Statutory certification from the appointing entity.

#### Questions

If you have questions regarding the Health Authority appointment process or about completing the forms, please contact your <u>DSHS Health Service Region office</u> or the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770. See links below for contact information:

<u>Texas Department of State Health Services Health Service Region Offices</u>. This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.

Instructions for Completing and Filing the Statement of Elected/Appointed Officer

NOTE: This form must be completed and signed by the newly appointed Health Authority BEFORE the Oath of Office and Certificate of Appointment forms can be completed and filed.

#### **GENERAL INFORMATION**

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by  $\underline{\text{Texas Government Code § } 602.002}$  to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public,  $\underline{\text{Texas Government Code § } 406.013$  requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

#### COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM

Upon making the sworn statement, the newly appointed Health Authority must enter his full name on the appropriate line, and enter the required signature, office to which appointed, and city/county to be served. The official witnessing the oath should complete the date the sworn statement is taken, and then enters his/her signature, printed name and title. The seal of the appointing official should be affixed in the area designated.

#### FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER

Once the Statement of Elected/Appointed Officer has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

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#### Instructions for Completing and Filing the Oath of Office

#### **EXECUTION OF THE OATH OF OFFICE**

Pursuant to <u>Texas Constitution art. XVI, § 1</u> (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

#### ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of  $\underline{\text{Texas Government Code § 602.002}}$ . Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, <u>Texas Government Code § 406.013</u> requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

#### COMPLETION OF THE OATH OF OFFICE FORM

After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

#### FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding the Oath of Office form and instructions to your <u>DSHS Health Service Region office</u> or to the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770.





# Certificate of Appointment

# **Health Authority**

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)	
Commissioners Court for	At County
Governing Body for the Municipality of	·····
Director,	Health Department
Director,	Public Health District
I, Boldy W - Stovell  (Check the appropriate designation below)	, acting in my capacity as:
County Judge or Designee  Mayor or Designee	•
Non-physician and the Local Health Depa Non-physician and the Public Health Dist	
do hereby certify the physician, Cinc Rush by the Texas Board of Medical Examiners, was duly app	who is licensed ointel as the (check as applicable),
Health Authority Health Authority Designee for the jurisdiction of	OUNT Texas.
Date term of office begins	51
Date term of office ends May 23, 202	3 unless removed by law.
I certify to the above information on this the d	
A W	
Signature of Appointing O	fficial



## THE STATE OF TEXAS

# Statement of Elected/Appointed Officer

(Please type or print legibly)

	•
promised to contribute any mone employment for the giving or with	do solemnly swear (or indirectly paid, offered, promised to pay, contributed, or ey or thing of value, or promised any public office or hholding of a vote at the election at which I was elected intrent or confirmation, whichever the case may be, so
	Affiant's Signature
	Amant's Signature
	Gina Kushing
	Printed Name
	County Health Huthority
	Position to Which Elected/Appointed
	City and/or County
SWORN TO and subscribed before	me by affiant on this day of 20
	Signature of Person Authorized to Administer Oaths/Affidavits
(Seal)	Amanda L. Blankership Printed Name  Executive Administrature Assistant
	1 Executive Administrative Assistant



# **OATH OF OFFICE**

# For Health Authorities in the State of Texas

1, <u>Gina Ru</u>	
	fully execute the duties of the office of Health Authority of will to the best of my ability, preserve, protect, and defen
	s of the United States and of this State, so help me God.
	Affiant
	5005 Live Oak Greenvill TV 75402  Mailing Address ZIP
	903-217-8709
	(Area Code) Phone Number (day and evening)
	arushing @ geusnef-com Email Address
·	
SWORN TO and subscribe	d before me this day of, 20 之 .\
	Signature of Person Administering Oath
(Seal)	Amonda L. Blankership Printed Name Executive administrative assistant
	Executive administrative assistant



John Hellerstedt, M.D.

Commissioner

#### **Health Authority Contact Information**

Name: Gina Rushing	Date: May 11, 2021
County/City: Hunt County	U .
Office Address: 5005 Live Oak Gill	wille TX 75402
Mailing Address: 5005 Live Dak G.	
Work Phone: 903-455-3500	Work Fax: 903-455-3509
Cell Phone: 903-217-8709	24/Emergency: 903-217-8709
E-Mail Address: grushing@ geusne	

These numbers will be kept confidential and only those with authority will be contacting you. It is very important that we contact you in case of an event. If you should have to change your contact information please contact Samuel Savala, 817-264-4502, <a href="mailto:samuel.savala@dshs.texas.gov">samuel.savala@dshs.texas.gov</a> Thank you for your cooperation,



Terry Jones, Sheriff

2801 Stuart Street Greenville, TX 75401 903.453.6800

# 16,752 (14)

# Memo

To:

Bobby Stovall, County Judge

From:

Cheryl Tate, Financial Controller

CC:

William Oxford, Chief Deputy

Date:

May 5, 2021

Re:

Federal Forfeiture 2020-2021 Budget Amendment Request

The following deposits were made to the Federal Forfeiture Account in April. It is requested the fund be allocated to the expenditure categories as follows:

4/9/2021

Deposit Amount: \$7,099.77 Law Enforcement Equipment

4/12/2021

Deposit Amount: \$3,440.88 Law Enforcement Equipment

4/26/2021

Deposit Amount: \$9,952.07 Law Enforcement Investigations

4/27/2021

Deposit Amount: \$754.59

Law Enforcement Investigations

#### Transaction Report for account \*4422

Reported on Apr 27, 2021 8:26 AM CDT

Product Description Public Business Analysis

Current Balance \$166,126.05

Collected Balance \$166,126.05

Collected Balance \$166,880.64

Actions

Transaction Search Balance Reporting

Export Report

Date		Description		Credit	Debit	Running Balance
04/27/2021		Memo Credit /355E'T XD 015 TREAS 310 MISC PAY ACH Entry				\$166,880.64
()4/25/2021		ACH CREDIT CCD 015 TREAS 310 MISC PAY CO ID # 9101036151 756001017151800 A SEET	IO 19.	\$9,952.07 - DEA - 65442	8	\$166,126.05
04/15/2021	3088	OVER THE COUNTER DEBIT			\$109,338.31	\$156,173.98
04/12/2021		ACH CREDIT CCD 015 TREAS 310 MISC PAY CO ID # 9101036151 756001017151800 <b>ASSET</b>	ID 20	\$3,440.88 )- DEA - 6586	143	\$265,512.29
04/09/2021		ACH CREDIT CCD 015 TREAS 310 MISC PAY CO ID # 9101036151 756001017151800 ASSET	IO 20.	\$7,099.77 - DEA - 6589	91	\$262,071.41
03/10/2021	3087	OVER THE COUNTER DEBIT			\$2,290.12	\$254,971.64
02/12/2021	3086	OVER THE COUNTER DEBIT			\$427.12	\$257,261.76
01/14/2021	3085	OVER THE COUNTER DEBIT			\$249.20	\$257,688.88
12/11/2020	3084	OVER THE COUNTER DEBIT			\$2,992.15	\$257,938.08
11/20/2020		ACH CREDIT		\$7,826.83	ı	\$260,930.23
SET ID EA-658944		CCD 015 TREAS 310 MISC PAY CO ID # 9101036151 756001017151800	CCT	APPROVED	12/8/20	
11/13/2020	3083	OVER THE COUNTER DEBIT			\$1,500.00	\$253,103.42
10/07/2020	3082	OVER THE COUNTER DEBIT			\$249.04	\$254,603.42
10/07/2020	3081	OVER THE COUNTER DEBIT			\$41,792.05	\$254,852.46
09/10/2020	3080	OVER THE COUNTER DEBIT			\$22,200.00	\$296,644.51
08/13/2020	3079	OVER THE COUNTER DEBIT			\$3,013.39	\$318,844.51
07/22/2020	3078	OVER THE COUNTER DEBIT			\$14,438.10	\$321,857.90
06/22/2020	3077	OVER THE COUNTER DEBIT			\$255.10	\$336,296.00
05/22/2020	3076	OVER THE COUNTER DEBIT			\$255.7	\$336,551.10

Back

\* indica<sub>ites r</sub>equired fields Page generated on 04/27/202 هـ هـ 8:26 AM CDT

Member FDIC Copyright 2021 American National Bank of Texas.

Menber FDIC



Terry Jones, Sheriff

2801 Stuart Street Greenville, TX 75401 903.453.6800

#16,752(15)

# Memo

To:

Bobby Stovall, County Judge

From:

Cheryl Tate, Financial Controller

CC:

William Oxford, Chief Deputy

Date:

May 5, 2021

Re:

Crime Control 2020-2021 Budget Amendment Request

The following deposit was made to the Crime Control Account in April. It is requested the fund be allocated to the Salary and Benefit category:

4/16/2021

\$3,369.50

THIS DOCUMENT IS YOLD IF COLORED BACKGROUND DOES NOT APPEAR ON THE FACE. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK, HOLD AT AN ANGLE TO VIEW. HUNT COUNTY
GENERAL OPERATING
P.O. BOX 1097
GREENVILE. TEXAS 75403-1097 88-151/1119 PAT TO THE ORDER OF: BUNT COUNTY SHERIFF --- THREE THOUSAND THREE HUNDRED SIXTY NINE & SO/100 DOLLARS

Check Number

537997

537997

CHECK AMOUNT

\$3,369.50

NOT VALID AFTER 180 DAYS

HONT COUNTY SHERIFF CRIME CONTROL ACCT

DATE 04/13/2021

Back

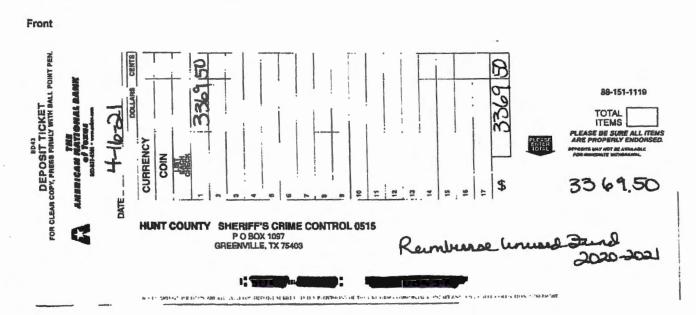
The American National Bank of Texas Terrell, TX

04-21-2021



ABA Number Account Number Amount Deposit Date

\$3,369.50 04/21/2021



Back

Ensembles Deposite and States

CASE GARAGE WE DESCRI BS"69EE

> The American National Bank of Texas Terrell, TX

>4519X

04-21-2021



John Hellerstedt, M.D. Commissioner

#16,752(13)

Thursday, April 15, 2021

The Honorable Judge Bobby Stovall Hunt County Judge 2507 Lee Street Room 202 Greenville, Texas 75401

RE: Hunt County Health Authority Renewal – Dr. Gina Rushing USPS Tracking # 7015-1520-0002-1546-1556

Dear Judge Stovall,

The Health Authority for **Hunt County** will expire for **Dr. Gina Rushing** on **May 23, 2021**. Enclosed are the necessary appointment certificates and contact information sheet needed for appointment:

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Together, Texas Department of State Health Services and all Health Authorities, now have a duty to our community, state, nation and profession to protect public health.

In Good Health,

Samuel Savala

Staff Services Officer to Regional Medical and Deputy Director

un

Texas Department of State Health Services

Public Health Region 2/3 Headquarters

(O) (817) 264 - 4502 | (F) (817) 264 - 4506

Enclosures: Health Authority Documents



# APPOINTMENT OF HEALTH AUTHORITY General Instructions

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Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.

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NOTE: This form must be completed and signed by the newly appointed Health Authority BEFORE the Oath of Office and Certificate of Appointment forms can be completed and filed.

#### **GENERAL INFORMATION**

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by  $\underline{\text{Texas Government Code § } 602.002}$  to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public,  $\underline{\text{Texas Government Code § } 406.013}$  requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

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#### FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER

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#### Instructions for Completing and Filing the Oath of Office

#### **EXECUTION OF THE OATH OF OFFICE**

Pursuant to <u>Texas Constitution art. XVI, § 1</u> (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

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After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

#### FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

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## THE STATE OF TEXAS

Statement of Elected/Appointed Officer

<b>(</b> P	lease type or print legibly)
affirm) that I have not directly or promised to contribute any mone employment for the giving or with	do solemnly swear (or indirectly paid, offered, promised to pay, contributed, or ey or thing of value, or promised any public office or hholding of a vote at the election at which I was elected intment or confirmation, whichever the case may be, so
	Affiant's Signature
	Amant's Signature
	Erina Kushina
	Printed Name
	County Health Authority Position to Which Elected/Appointed
	City and/or County
SWORN TO and subscribed before	me by affiant on this 20 day of May 20 21
· III	Signature of Person Authorized to Administer Oaths/Affidavits
(Seal) ANANOAL BLANKENSHIP  ANANOAL BLANKENSHIP  ANANOAL BLANKENSHIP  ANANOAL BLANKENSHIP  Expires August 31.2021	Amanda L. Blankership Printed Name
Express	Executive Administrative Assistant





# Certificate of Appointment

# **Health Authority**

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)	
Commissioners Court for Hunt	County
Governing Body for the Municipality of	
Director,	Health Department
Director,	Public Health District
I, Stovall (Check the appropriate designation below)	_, acting in my capacity as:
County Judge or Designee	
Mayor or DesigneeNon-physician and the Local Health Department DirNon-physician and the Public Health District Directe	
do hereby certify the physician,	who is licensed he (check as applicable),
for the jurisdiction of Hunt Count	, Texas.
Date term of office begins Mal 24, 20 2	
Date term of office ends	emoved by law.
I certify to the above information on this the day of	May , 2021
In W/	1
Signature of Appointing Official	



# **OATH OF OFFICE**

For Health Authorities in the State of Texas

1. Gina Rus	shing, do solemnly swear (o
	ully execute the duties of the office of Health Authority of
the State of Texas and v	vill to the best of my ability, preserve, protect, and defend
the Constitution and law	s of the United States and of this State, so help me God.
	Affiant
	5005 Live Oak Evenwille TV 75402  Mailing Address ZIP
	903-217-8709
	(Area Code) Phone Number (day and evening)
	email Address geusnet-com
SWORN TO and subscribed	before me this day of May, 202.
	Signature of Person Administering Oath
AMMONIAN D # 125007534  My Notary D # 125007534  My Notary D # 125007534	amanda L. Blankennip Printed Name
AMMANDAY 10 # 125007 327  AMMANDAY 10 # 125007 327  My Notary 10 # 125007 327	Executive administrative assistant
An all	

THE STATE OF TEXAS

COUNTY OF HUNT

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of HUNT County, Texas.

2021-0099 DEPT 05/20/2021 02:19 PM

Jarefur Graderziet

Jennifer Lindenzweig, County Clerk Hunt County, Texas