

18,960 - 1

**HUNT COUNTY & HMHD AMERICAN RESCUE PLAN ACT
BENEFICIARY AGREEMENT**

THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 26th day of June 2024, by and between Hunt County, hereinafter referred to as the "County" and Hunt Memorial Hospital District ("HMHD"), hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid the citizens of Hunt County to assist with their medical needs by providing a Medical Clinic for uninsured and underinsured citizens in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

In the event the U.S. Department of the Treasury eliminates funding under this Agreement, the County may terminate this Agreement and cease to provide the funding by giving written notice specifying the termination of the Agreement.

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Hunt County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Hunt County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary agrees to apply the funds to establish the Hunt Memorial Hospital District, d/b/a Hunt Regional Healthcare, Internal Medicine Residency Program, outpatient behavioral health clinic, and free medical clinic citizens of the community. Below is a breakdown of the start-up costs for the Internal Medicine program and free medical clinic.

Independently Billed Revenue -----	\$76,800
Subsidy / Trade Revenue -----	75,000
TOTAL REVENUE -----	<u>\$151,800</u>
Physician /Facility Fees -----	\$300,000
Director Fee -----	60,000
Physician Benefits & Taxes -----	40,000
Resident Salary -----	480,000
Resident Benefits & Taxes -----	96,000

FILED FOR RECORD
at 12:30 o'clock P M

AUG 13 2024

By BECKY LANDRUM
County Clerk, Hunt County, Texas.

Malpractice Insurance -----	100,000
Facility Required Sprinkler System -----	160,000
Billing Costs -----	18,432
Collection Costs -----	4,600
On-Site Coordinator -----	70,000
Other Expenses -----	20,000
Program Clinical Affiliation -----	100,000
Residents Clinic Expense -----	<u>750,000</u>
TOTAL EXPENSES -----	<u>\$2,199,032</u>
GROSS MARGIN -----	<u>\$2,047,232</u>

Beneficiary will provide a report of how the funds were used to accomplish the purpose listed above. Report will be provided when the funds have been completely spent.

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Was operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Had previously planned and budgeted any capital improvements to be completed with ARP funds, but they were delayed due to the economic impacts of COVID-19, or those capital improvements were required to mitigate the impacts of COVID-19 and reduce the risk of transmission.

3.0 RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

4.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following entity identified here as Hunt Memorial Hospital District.

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Hunt County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

5.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

6.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Debarment, Suspension, Ineligibility and Exclusion Compliance:

The Beneficiary certifies that it has not been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

7.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Bobby W. Stovall	Steven Lee Boles, Jr.
Hunt County Judge	Chief Executive Officer
Hunt County Courthouse	Hunt Memorial Hospital District
2507 Lee St., 2 nd Floor	P.O. Drawer 1059
Greenville, Texas 75401	Greenville, Texas 75403-1059
(903) 408-4146 / bstovall@huntcounty.net	(903) 408-1658 / lboles@huntregional.org

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative

of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Beneficiary.

Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY THE HUNT COUNTY COMMISSIONERS.

IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

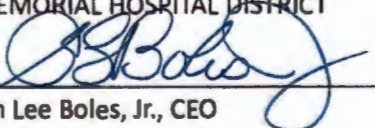
HUNT COUNTY

By: 
Bobby W. Stovall, Jr., County Judge

ATTEST:

By: 
Becky Landrum, Hunt County Clerk

HUNT MEMORIAL HOSPITAL DISTRICT

By: 
Steven Lee Boles, Jr., CEO

ATTEST:

By: 
Stuart O'Neil, General Counsel

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME: Hunt Memorial Hospital District

STREET ADDRESS: 4215 Joe Ramsey Blvd E.

CITY: Greenville

STATE: Texas

ZIP: 75401

CONTACT NAME: Steven Lee Boles, Jr.

CONTACT EMAIL: lboles@huntregional.org

CONTACT PHONE: (903) 408-1658

***UEI #**

****TIN #**

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

Steven Lee Boles, Jr. CEO

8-21-2024

PRINTED NAME & TITLE Steven Lee Boles, Jr. – Chief Executive Officer

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ARPA FUNDING – TREASURY REPORTING FORM

TX BUSINESS ENTITY NAME: Hunt Memorial Hospital District

STREET ADDRESS: 4215 Joe Ramsey Blvd E.

CITY: Greenville

STATE: Texas

ZIP: 75401

BUSINESS OWNER NAME: Steven Lee Boles, Jr is Chief Executive Officer of Hunt Memorial Hospital District, a political subdivision of the State of Texas, and d/b/a Hunt Regional Healthcare

BUSINESS EMAIL: lboles@huntregional.org

BUSINESS PHONE: (903) 408-1658

Per the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions you must agree to comply with any reporting obligations established by Treasury as they relate to this award.

Complete below and sign:

REPORTING INFORMATION NEEDED

Enter your businesses Federal Taxpayer Identification Number (TIN) here:

OR Enter your businesses Federal Employer Identification Number (EIN) here:

Answer the following questions:

1. In the preceding fiscal year, did you receive 80% or more of your annual gross revenue from federal funds?
2. In the preceding fiscal year, did you receive \$25 million or more of your annual gross revenue from federal funds?

If you replied YES to BOTH questions above, please continue:

3. Is the "total compensation" for the organization's five highest-paid officers publicly listed or otherwise listed in SAM.gov?

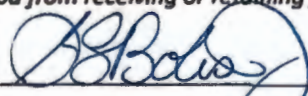
If you replied NO to the question above, enter the names and total compensation received for the five highest-paid officers of your organization. If fewer than five officers exist, enter "n/a" and "\$0" in the empty fields.

	NAME	COMPENSATION
1.		
2.		
3.		
4.		
5.		

CERTIFICATION & SIGNATURE

Your signature certifies that the information provided on this form is correct and that failure to provide the requested information may disqualify you from receiving or retaining funds.

SIGNATURE: _____



PRINTED NAME & TITLE: Steven Lee Boles, Jr. – Chief Executive Officer

DATE: 8/21/24

This reporting information is required per Treasury for all entities for projects that are greater than \$50,000 and that are not classified as 6.1 projects.

OPTIONAL REPORTING FORM

TX BUSINESS ENTITY NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

BUSINESS OWNER NAME:

BUSINESS EMAIL:

BUSINESS PHONE:

REPORTING DATA: THIS INFORMATION IS NOT A REQUIREMENT OF FUNDING

OWNER(S)/PRINCIPAL(S)	TITLE(S)	GENDER (M/F)	RACE*

** W = White B = Black H = Hispanic A/PI = Asian/Pacific Islander AL/AN Alaskan/American Native*

CERTIFICATION & SIGNATURE

Your signature certifies that the information provided on this form is correct.

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

**STATE OF TEXAS HOUSE BILL 1295
CERTIFICATE OF INTERESTED PARTIES**

The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. [Frequently Asked Questions - Form 1295](#). Login information, Forms and Certification download may be obtained at [1295 Filing Info \(state.tx.us\)](#). [1295 Form \(sample shown below\)](#).

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 8 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4 <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 40%;">Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is no interested party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Hunt County Memo Demonstrating a Proportionate Economic Response – HMHD & Hunt County Beneficiary Agreement

The Hunt Memorial Hospital District (HMHD) has experienced increasing net operating losses, during the COVID-19 pandemic fiscal years of 2020, 2021, 2022, and 2023, due to a myriad of factors, including, but not limited to, decreases in elective medical services during the height of the pandemic, increases in supply chain & inflation-driven expenses for medical supplies like personal protective equipment and high cost drugs, and increases for retention and recruitment on wages and benefits during a medical personnel shortage, as detailed in HMHD's Independent Auditor's Report and Financial Statements for the COVID-19 years.

By transferring ARPA funds for the benefit of Hunt County residents, the HMHD will be able to provide initial start-up costs for an Internal Medicine Residency Program and to provide rehabilitation for an uninsured and underinsured Hunt County medical, which combined, total \$2,047,232. With this ARPA investment, Hunt County will fund and serve the residents of the County who may forgo medical and behavioral treatment and expand access to specialized Internal Medicine to improve the functioning of the Hunt Memorial Hospital District. As the population of Hunt County is increasing, the demand for uninsured and underinsured & Internal Medicine medical services through HMHD will likely increase in tandem.

The COVID-19 pandemic saw the Hunt Memorial Hospital District's expenses rise year-over-year with a dual increase in salaries and medical supplies, coupled with the pent-up demand for delayed medical treatment. Proportionately, the transfer of ARPA funds will allow the County and HMHD to defray the pre-planned expansion costs of the uninsured & underinsured clinic and the Internal Medicine Residency Program associated with COVID-19 pandemic economic and medical effects.

With these investments, Hunt County will be positioned to provide medical services through HMHD to proportionately respond to the COVID-19 pandemic by developing an Internal Medicine Residency Program and rehabilitating an uninsured & underinsured medical clinic for no-cost and behavioral services.



18,960-a

FILED FOR RECORD
at 12:30 o'clock P M

CONFLICT OF INTEREST AFFIDAVIT
LOCAL GOVERNMENT CODE CHAPTER 171

AUG 13 2024

By BECKY LANDRUM
County Clerk, Hunt County, Tex.

Meeting Date: 8-13-2024

Agenda Item Number: 7

STATE OF TEXAS §

COUNTY OF HUNT §

I, Phillip A. Martin, reside at 2891 CR3303 Comanche TX 76782
am a member of the Commissioners Board of the County of Hunt, and I hereby make this affidavit in
accordance with the provisions of Chapter 171 of the Texas Local Government Code and on my oath
state the following:

A. Business Entity Name of Entity: Hunt Regional

I and/or person(s) related to me have a substantial interest in a business entity that would be specially
affected economically by the agenda item listed above. The nature and extent of the interest is:

Ownership of 10 percent or more of the voting stock or shares of the business entity or
ownership of \$15,000 or more of the fair market value of the business entity.

X Funds received from the business entity exceed 10 percent of gross income for the previous
twelve months.

B. Real Property

I and/or person(s) related to me, have an interest in real property that has a fair market value
of \$2,500 or more, and it is reasonably foreseeable that the action presently pending will have a
special economic effect on the value of the property, distinguishable from the effect on the
public.

"Upon filing of this affidavit with the recording secretary and/or the City Secretary, I affirm that I will
abstain from all participation, discussion and voting involving the matter identified in the above-
referenced agenda item whatsoever.

Further, Affiant sayeth not."

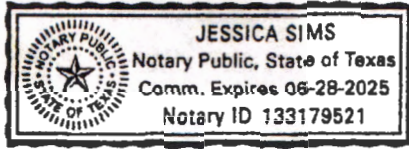
Printed Name: Phillip A. Martin

Affiant's Signature: Phillip A. Martin

Date: 8-13-2024

BEFORE ME, the undersigned authority, on this day personally appeared the above-named person who
on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

SWORN TO AND SUBSCRIBED before me on this 13 day of August, 2024.



(personalized seal)

A handwritten signature in cursive script that reads "Jessica Sims". The signature is written over a horizontal line.

Notary Public in and for the State of Texas
County of Hunt