



19,129-1

Trane U.S. Inc.  
1617 HUTTON DRIVE  
Carrollton, TX 75006  
Phone: (469) 758-3000  
Fax: (972) 243-1398

September 23, 2024

Chris Kilmer  
Hunt County  
PO Box 1097  
Greenville, Texas 75403-7540

Site Address:  
Greenville Exchange Building  
2500 Stonewall St  
Greenville, Texas 75401

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

OCT 22 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By

ATTENTION: Chris Kilmer

SUBJECT: Continuation of Service Agreement 356057R17

Your Trane Service Agreement is scheduled for renewal on **November 1, 2024**. To assure that there will be no interruption of service and benefits to Hunt County your Service Agreement will be extended through **October 31, 2025**. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$5,892.00	\$1,473.00	Quarterly

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

Anticipation Discount Program (ADP). A one-time **4.00%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **\$195.84** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

**SCOPE OF SERVICE**

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

**TERMS & CONDITIONS**

Terms & Conditions for the renewal period are attached.

**CLARIFICATIONS**

If Hunt County accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Scott Meyerkord

Trane

**CUSTOMER ACCEPTANCE**

*Chris Kilmer* *Bobby L. Stovall*  
Authorized Representative  
*Chris Kilmer* *County Judge*  
Printed Name  
*Facilities Director* *Bobby L. Stovall*  
Title  
*County Judge*  
Purchase Order  
*10/7/2024*  
Acceptance Date  
Trane's License Number: TACLA139379C

The Initial Term of this Service Agreement is 1 year, beginning November 1, 2024.  
Total Contract Amount: \$4,896.00.

Regulated by the Texas Department of Licensing and Regulation  
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599  
License TACLA139379C



## SCOPE OF SERVICES SUMMARY

SERVICES INCLUDED	COOLING SEASONAL SERVICE
	Seasonal Start-up
	Operating Inspections Qty ____
	System Shutdown
	Annual Seasonal Maintenance

SERVICES INCLUDED	HEATING SEASONAL SERVICE
	Seasonal Start-up
	Operating Inspections Qty ____
	System Shutdown
	Annual Seasonal Maintenance

SERVICES INCLUDED	LABOR AND MATERIALS FOR COVERED EQUIPMENT
	Scheduled Maintenance Labor
	Scheduled Maintenance Parts and Materials
	Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours – Select Agreement
	Repair Parts and Materials – Select Agreement
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)
	Refrigerant Replacement ____% of Charge per unit per year
	Refrigerant Usage Reporting
	Other

SERVICES INCLUDED	PREDICTIVE TESTING AND ANALYSIS FOR COVERED EQUIPMENT CHILLER(S) ONLY
	Trane Intelligent Services – Alarm Notifications ____; Active Monitoring ____; Custom Monitoring ____
	Spectrographic Oil Analysis – Trending oil analysis provides insight into potential system problems
	Refrigerant Analysis – Provides early warning of internal failure
	Lithium Bromide & Refrigerant Water Analysis Annually (Chemical Corrections not included)
	KestrelView™ Analysis – Requires Trane laptop and Trane software (Standard Inclusions for machines that have CH530 controllers)
	Eddy Current Tube – Condenser to be performed in Contract Year ____
	Eddy Current Tube – Evaporator to be performed in Contract Year ____
	Eddy Current Tube – Absorber to be performed in Contract Year ____
	Oil Removal and Disposal by Trane in accordance with EPA Guidelines

SERVICES INCLUDED	PREDICTIVE TESTING AND ANALYSIS FOR COVERED EQUIPMENT
	Infrared Thermography
	Combustion Testing
	Ultrasonic Testing other than tubes, bearings, etc. Qty ____
	Vibration Testing Qty ____ during operating season
	Air Quality Monitoring
	Air Balance
	Water Balance
	Water Treatment ____ Cooling Loop ____ Heating Loop ____ Other (Define) ____
	Other

SERVICES INCLUDED	ADDITIONAL SERVICES
	Air Cooled Condenser Coil Cleaning once per year
	Building Automation Systems review and Inspections
	Clean Cooling Tower(s) once per year, as indicated in Equipment Service Flows
	Condenser Tube Cleaning once per year
	Condenser Head (one end) removed by Trane and Visual Tube Inspection
	Condenser Head removed by Customer (removal, replacement, and gaskets by Customer)
	Evaporator Tube Cleaning once performed in Contract Year ____
	Evaporator Head (one end) removed by Trane: Performed in Contract Year ____ Visual Tube Inspection (Insulation repair by Customer)
	Evaporator Head removed by Customer (removal, replacement, gaskets and insulation repair by Customer)
	Absorber Tube Cleaning once per year
	Absorber Head (one end) removed by Trane and Visual Tube Inspection (Insulation repair by Customer)
	Absorber Head removed by Customer (removal, replacement, gaskets, and insulation repair by Customer)
	Air Filter Changes as required up to Qty ____ changes per year
	Air Filters supplied by Trane (HEPA Filters not included)
	Belts supplied by Trane, as indicated in Equipment Service Flows
	Other

SERVICES INCLUDED	OPTIONAL INCLUSIONS
	Repair Coverage for Selected Components
	IAQ Assessment

"This summary is provided for convenience and, in the event of conflict between the summary and the more detailed description appearing later in the Agreement, the latter will control."

**CLARIFICATIONS:**



## HVAC EQUIPMENT COVERAGE

### Greenville Exchange Building

The following "Covered Equipment" will be serviced at Greenville Exchange Building:

Equipment	Manufacturer	Model Number	Serial Number
RTAC	Trane	RTAC1554U1	U20J07937

Service Description	Quantity Per Term
RTAC Annual (No Coil Cleaning) (Service 1)	1
RTAC Quarterly Inspection (Service 2)	3

## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

#### Service 1: RTAC Annual (No Coil Cleaning)

##### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA\*)
- Compressor Starter Inspection (Across The Line) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA\* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Compressor And Oil Separator Heater Check
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Oil Return Operation Check Per Circuit
- Complete Required Paper Work

#### Service 2: RTAC Quarterly Inspection

##### Description

- Initial Site Inspection
- Customer Notification
- TechView/KestrelView Connection
- Review Diagnostics
- Run Service Report From TechView
- Lock Out Tag Out (Standard)
- Condenser Fans Check RTA\* Per Circuit
- Visual Electrical Inspection

- Visual Condenser Coil Check
- Techview/Kestrel View Disconnection
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work

## TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES. LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. **In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.**

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the



necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**20. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**21. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0724)  
Supersedes 1-26.130-7 (0821)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
  
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
  
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

19,129-2

**QUESTMARK**



*Innovative Flooring and Roofing Solutions*

A Division of CentiMark Corporation



**Hunt County Jail - Greenville, TX**

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

**OCT 22 2024**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]



Thank you for  
considering  
QuestMark

Prepared On: 09/17/2024

Version: 175838.1.4

**Prepared For:**

Customer Information

Hunt County Jail  
2801 Stuart St  
Greenville, TX 75401-4889

Attn: Chris Kilmer

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

Location Information

Hunt County Jail  
2801 Stuart St  
Greenville, TX 75401-4889

Attn: Chris Kilmer

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

**Prepared By:**

Project Manager

Russell Tunes  
QuestMark Flooring  
1200 S Commercial Blvd Ste 103  
Arlington, TX 76001-715

[Russell.Tunes@centimark.com](mailto:Russell.Tunes@centimark.com)  
Phone: 817-522-5151  
Fax: 817-522-5148

Please visit us at  
[www.questmarkflooring.com](http://www.questmarkflooring.com)

[See what makes QuestMark different](#)

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09/17/2024

Chris Kilmer  
Hunt County Jail  
2801 Stuart St  
Greenville, TX 75401-4889

Dear Chris Kilmer,

Thank you for allowing us the opportunity to become involved with your flooring project and provide our recommendations. We have prepared the following comprehensive proposal for your consideration.

Our proposal is based upon our site visit and inspection as well as our conversations surrounding your expectations for this area.

By utilizing QuestMark's own products and QuestMark employee applicators, (NO SUBCONTRACTORS), Hunt County Jail can be assured of total communication throughout the project. Your project will be handled with the highest level of professionalism

QuestMark Flooring is a full service industrial and commercial flooring company specializing in polished concrete floor surfaces and epoxy flooring systems. As a division of CentiMark, a nationally recognized leader in the roofing and flooring industries for more than 49 years, QuestMark provides solutions from completely installed floor systems to supporting in-house maintenance staffs with product usage.

I would like to share a few advantages in choosing QuestMark as your flooring partner:

1. Single source responsibility with turnkey installations
2. Financial strength/stability to honor warranty issues
3. Preventative maintenance and floor care programs
4. In-house training for maintenance departments
5. Special/flexible financing options
6. Ability to meet tight construction deadlines

QuestMark offers a full line of maintenance products including cleaners, pads, and equipment to keep your new floor performing for years to come. To purchase, please visit [www.questmarkflooring.com/shop](http://www.questmarkflooring.com/shop) or ask your representative for more information about which products are best for your floor and to help you get started.

Sincerely,

Russell Tunes

Project Manager



# Project Overview Pictures

Area: Overview



Area: Overview



**Area: Overview**



**Area: Overview**



**Area: Overview**



# System Specification


Hunt County Jail  
2801 Stuart St  
Greenville, TX 75401-4889

## Specifications For QuestMark Resurface System


Sections included: Dish Wash Area

### ***Project/Surface Preparation:***

Perform a pre-job meeting to determine jobsite logistics and safety requirements. 

Clean the floor surface area utilizing an automatic scrubber with self-contained cleaning solution/squeegee/recovery system. 

Furnish proposed construction schedule, if needed.

Safety Related - Furnish and install proper safety equipment in accordance with QuestMarks written safety program. 

Verify the room finish schedule, specifications, dimensions, obstacles, and details exist as defined within the bid package provided to us.

Saw cut existing flooring around dish washer, kettle area and termination where the dish area leads into the main kitchen.

Demo existing flooring down to clean concrete.

Prepare the floor surface area utilizing our mechanically diamond grinding process. Operated on 480V, 50 amp, this method profiles the substrate through the use of metal bond diamonds while vacuuming the substrate during the process.

### ***System Specification:***

Furnish and install Dur-a-flex's Poly-Crete MD and broadcast flint shot to refusal.

Sweep and remove spent Flint shot.

Furnish and install a top coat of Dur-a-flex's Accelera, pigmented, chemical resistant, UV stable polyaspartic.

### ***Clean Up:***

Clean up of work area - QuestMark will remove all QuestMark containers, unused materials, and tools from the premises. Customer shall designate an appropriate place for the transfer of on-site debris (concrete material from preparation, packaging materials, etc.).

### ***System Notes:***

Our specifications are based on the slab being poured in accordance with the American Concrete Institutes recommendations for curing concrete to accept a polish or floor covering. See ACI308R-01: Guide to Curing Concrete (Reapproved 2008).

Removal of asbestos containing material, if present, is not included in our specifications.

# Investment Summary

Hunt County Jail  
2801 Stuart St  
Greenville, TX 75401-4889

Valid from 09/17/2024 to 11/20/2024

Quote	Section	Measurement	System	Warranty	Price
Hunt County Jail	Dish Wash Area	368 Sq. Ft.	<a href="#">Resurface</a>	1 years*	\$14,658**

\* QuestMark warrants this proposed work against defects in materials and workmanship for the specified period of time stated above in accordance with the terms and conditions of QuestMark Flooring's non-prorated limited warranty.

\*\* Plus applicable state and local sales tax including, but not limited to, the following states CT, HI, KS, NM, TX & WA. Exceptions to rules may apply for certain services, i.e. New Construction, Residential, National Disaster, and subcontract service.

**Options for Quote:** Hunt County Jail **Section:** Dish Wash Area

- 480, 3 phase, 50 AMP power to be provided for work.



Project Manager Signature

10/17/2024

Date

For internal use only, ID # 175838  
Version: 175838.1.4

**Terms:** One-third (1/3) of the contract price due at the job start and the balance due net thirty (30) upon job completion. (Special terms are available upon request)

*The quotes appearing in this Proposal have been calculated based on current prices for the component building materials. However, the market for building materials is considered to be volatile, and sudden price increases could occur through no fault of QuestMark. Since the quotes are material terms of this Proposal, QuestMark exclusively reserves the right to revoke, without written notice, the quotes at any time prior to a valid purchase order or fully executed contract.*

# References

**Type of reference: DQ Commercial**

Resinous Overlayments List  
Canonsburg, PA 15317  
716-432-7892

Contact: Mike Panzarella  
for a list of references

# Resinous Overlayment Systems Photo Gallery



**QUESTMARK**  
THE MARK OF EXCELLENCE IN FLOORING SOLUTIONS  
A Division of Centmark® Corporation

# Proposal Notes & Responsibilities

## **Rental Equipment**

If a dumpster, power and lighting are not provided for our use throughout this project and it is necessary for us to obtain rental equipment, the customer will be invoiced for the actual amount of the rentals.

## **Purchase Order/Contract**

It is the policy of Questmark/Centimark Corporation that prior to the start of the project we are in receipt of a hard copy of your purchase order/contract or have received a signed copy of our Sales Agreement form (faxed copies are acceptable).

## **Terms of Payment**

One third of the total cost of this project is due upon the acceptance of a purchase order as a booking deposit. All remaining amounts are due within 30 days of completion of the project. All payments due and unpaid, which are not being held pending resolution of any dispute, shall bear interest from the date payment is due at the annual percentage rate (APR) of eighteen percent (18%). In the event of any dispute arising between the parties, the customer shall be entitled to withhold ten percent (10%) of the invoiced amount, regardless of the percentage of work in question.

## **Jobsite Delays**

Should QuestMark be delayed at any time during the progress of the project, either by the customer, a separate contractor employed by the customer, any labor disputes or by any causes beyond our control, then the time requirements for the project and price will be adjusted by a QuestMark change order. Our proposal does not include the moving of the customer's equipment, any supplies or other customer property from the specified work area(s). QuestMark asks that this be performed by the customer prior to our arrival, failure to do so may cause delays in the work, thereby adjusting the price and time frame required to complete the project.

## **Customer's Responsibilities**

The customer is responsible for providing the following: 1. 480 3 phase power, permanent or adequate lighting, adequate ventilation, storage areas for shipped materials, a job site dumpster for non-hazardous materials and QuestMark with MSDS sheets if we will be working in chemical, acids or solvent areas. 2. Have the area(s) cleared of all non-permanent obstructions (i.e., toolboxes, racks, equipment, etc.). Also, have the area(s) broom swept and dry prior to our arrival and make the work area(s) accessible 24 hours per day / 7 days per week, if necessary, in order to complete the project in the time frame required. 3. Post notice to your employees to stay clear of the specified work area(s) during the application process and cure cycle; or provide your employees with proper safety equipment (respirators, glasses, etc.) if they need to be in the specified work area(s). QuestMark recommends that the customer barricade the work area where temporary trip, slip and/or other hazards may develop during the floor project.

## **Termination**

Should the customer terminate the project for reasons of their own, and QuestMark is not in default, the customer shall reimburse QuestMark for any unpaid costs incurred during the progress of the project. In addition, the customer shall compensate QuestMark for all costs incurred and profits lost by discontinuing the work.

## **Customer's Representative**

The customer shall designate a representative who shall be fully acquainted with the work, have the authority to issue and approve changes to the project, render decisions promptly and furnish information expeditiously in time to meet the requirements established for this work. This customer representative shall be at the work site upon completion to review the project. If the customer representative becomes aware of any fault of defect in the work, during the installation process immediately thereafter, the customer shall give prompt written notice to QuestMark.

## **Dust**

Part of our preparation may raise concrete dust. If any site equipment is sensitive to this dust, it is advisable that such equipment be covered prior to QuestMark's start of work. QuestMark will not assume this responsibility.

## **Fume Notification**

The proposed flooring system includes solvent based products which may cause persons in the area to experience headaches and nausea. QuestMark Corporation will be pleased to quote a low odor system as an alternative for your consideration.

## **Food Disclaimer**

CAUTION - All food/ingredient containers should be removed from the specified work area(s). It is advisable to have the specified area(s) closed off from your production and/or warehouse areas while our products are being installed and curing. It is possible that foods can absorb some odors and QuestMark will not be responsible for any product contaminated during the installation.

## **Joints**

Expansion joints are part of all concrete floors. They are intended to enable the concrete to expand or contract based on a variety of external forces. You may experience hairline cracks to develop in our proposed system. This is not considered a failure and is not covered under QuestMark's warranty policy.

## **Water Damage Disclaimer and Exclusion**

Although rare, certain floors are sometimes subjected to saturation by moisture from beneath the slab. This moisture then moves through the slab and collects beneath toppings and coatings, creating the potential for delamination from hydrostatic pressure. These conditions are very difficult, if possible to predict. If and when delamination of the floor occurs because of a moisture condition that exists beneath the concrete slab our warranty does not extend to this type of delamination. QuestMark, however, agrees on request to repair such damage on a time and materials cost basis plus expenses.

## **Maintenance of Your Finished Floor**

QuestMark offers a complete line of soaps, detergents and cleaners especially formulated for our flooring products. Upon request, QuestMark will provide a free sample to all contract customers.

## **QuestMark's Responsibilities**

QuestMark is responsible for providing the following: 1. A complete set of MSDS for all products used during the installation. 2. A safe/clean working environment for our employees and for the customer's employees. 3. On time turn over of the work area.





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

303 W Loop 281 Suite 110 Box 149  
Longview, Texas, 75605  
9032975082

OCT 22 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By

### Scheduled Maintenance Agreement

PM-Contract-77966 -Hunt County Dentenion

Hunt County Dentenion

2801 stuart street, 75401

#### OVERVIEW

Provide PM service as detailed on spreadsheet on a separate page of this proposal and agreement. Frequency requested is indicated in the spreadsheet for each PM category if applicable.

#### GOALS

- To take excellent care of your equipment by adhering to all manufacturers recommended best practice maintenance guidelines.
- To notify and provide quotes and recommendation of small issues found during our inspections to minimize cost of breakdowns by catching issues while they are minor before becoming major costly repairs.
- To minimize downtime of your equipment by ensuring all coils are clean, drains are clear, bearings are lubricated where applicable, wires and electrical components are inspected.
- To forecast the need to replace equipment when it is approaching its life expectancy to help you budget capital expenditures.
- No scheduled maintenance program can eliminate breakdowns but the intent is to minimize breakdowns, maximize efficiency and increase longevity of your equipment.

#### TERMS

- This agreement will be for the term of one year.
- This agreement may be canceled at any time with a 30 day written notice by either party. Notice must be sent by U.S. mail.
- Customer agrees to use ProToCall as the primary service provider for all equipment covered under this agreement.
- Renewal will be automatic unless cancelled, amended, or altered by either party.

#### Pricing

PM as specified to be performed 4 times a year and to be billed 4 times a year at the rate of \$940.38 per billing cycle. Invoice is due according to credit terms of customer.

#### Categories

##### Cooking Equipment

Task List: Cooking Equipment/Stove/Range/Convection or Conventional Oven (Electric or Gas)

- Check and inspect blower wheel if applicable.
- Check and inspect blower wheel.
- Check blower motor for proper operation if applicable.
- Check blower motor for proper operation.

- Check doors and hardware for proper operation.
- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check pilot burner assemblies for proper operation if applicable.
- Check thermocouple and thermopile for proper operation if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Grill / Charbroiler (Gas or Electric)**

- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check thermocouple or thermopile for proper operation if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Fryer**

- Check burner intake motor for proper operation if applicable.
- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check thermocouple and thermopile for proper operation if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Steamer (Electric or Gas)**

- Check heating contactors or relays if applicable.
- Check and inspect blower wheel.
- Check blower motor for proper operation.
- Check door and hardware for proper operation.
- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check water and steam related controls, safeties and drain valve if applicable.
- Checked calibration of temperature control.
- Delime

**Task List: Cooking Equipment/Combi oven (Electric or Gas)**

- Check and inspect blower wheel.
- Check blower motor for proper operation.
- Check door and hardware for proper operation.
- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check water and steam related controls, safeties and drain valve if applicable.
- Checked calibration of temperature control.
- Delime

**Task List: Cooking Equipment/Steam Well**

- Check and inspect blower wheel.
- Check gas burners and pilot burners for proper operation if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.

- Check water fill related controls and drain valve operation if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Rethernalizer**

- Check burner intake motor for proper operation if applicable.
- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check thermocouple and thermopile for proper operation if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Conveyor oven (Gas or Electric)**

- Check and inspect blower wheel.
- Check blower motor and bearings for proper operation.
- Check conveyor motor, speed controller and conveyor belt for proper operation.
- Check door and hardware for proper operation.
- Check gas burners for proper operation if applicable.
- Check gas valve and ignition controls if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Warming Cabinet/Proofer**

- Check and inspect blower wheel.
- Check blower motor for proper operation.
- Check door, door gasket and hardware for proper operation if applicable.
- Check heating contactors or relays if applicable.
- Check heating elements for proper operation if applicable.
- Check high-limit safety if applicable.
- Check water fill related controls and drain valve if applicable.
- Checked calibration of temperature control.

**Task List: Cooking Equipment/Tilt Skillet**

- Check gas burners/heating elements for proper operation if applicable
- Check gas valve and ignition controls if applicable
- Check heating contactors or relays if applicable.
- Check High-limit safety if applicable
- Check water related controls, safeties and pressure relief valves if applicable
- Checked calibration of temperature control.

**Ice Machine**

**Task List: Ice Machine/Self Contained**

- Check and RECORD condenser fan amp draw for EACH fan
- Check incoming water supply and filters for proper pressures and install dates. (Water filters are additional cost to the PM)
- Clean evaporator with (Nickel safe) for nickel plated evaporators and (acid based) liquid ice machine cleaner for stainless evaporators. If there is any doubt please contact the manufacture. Also sanitize bin and rinse well before restocking ice.
- Compressor check and RECORD amp draw
- Inspect all electrical connections, tightening or reterminating any bad connections.
- Inspect float switch or water level sensing mechanism
- Inspect water pump and all hoses (note any deficiency found and address with customer)
- Wash condenser coils with approved cleaning agent (DO NOT USE ACID ON MICROCHANNEL)
- Wipe down with approved cleaner

**Task List: Ice Machine/Ice machine Remote Condenser**

- Check and RECORD condenser fan amp draw for EACH fan
- Check condition of condenser fan blades
- Inspect all electrical connections
- Inspect and tighten lugs on safety disconnects and contactors
- Secure all panels replacing any missing screws and tighten all screws to insure quite operation
- Wash condenser coils with approved cleaning agent (DO NOT USE ACID ON MICROCHANNEL)

**Task List: Ice Machine/Ice Machine Head (not the condenser)**

- Check incoming water supply and filters for proper pressures and install dates. (Water filters are additional cost to the PM)
- Clean evaporator with (Nickel safe) for nickel plated evaporators and (acid based) liquid ice machine cleaner for stainless evaporators. If there is any doubt please contact the manufacture.
- Inspect float switch or water level sensing mechanism
- Inspect water pump and all hoses (note any deficiency found and address with customer)
- Secure all panels replacing any missing screws and tighten all screws to insure quite operation
- Wipe down all surfaces with approved cleaner.

**Refrigeration**

**Task List: Refrigeration/Walk In Evaporator**

- Check condition of thermostat and advise customer if age and or condition increases chance of failure.
- Clean evaporator coils with approved cleaning agent
- Drain: inspect and clear drain lines noting any deficiencies including drainline heater if applicable
- IF electric defrost verify proper operation of defrost elements and drain pan heaters where applicable
- Inspect all electrical connections
- Inspect all evaporator fans for proper rotation, speed, obstruction, vibration, bearing noise. note any deficiency
- Secure all panels replacing any missing screws and tighten all screws to insure quite operation
- TXV or metering device check for proper mounting and bulb location, mounting, and insulation.
- Wipe down all metal surfaces of coil housing and fan shrouds

**Task List: Refrigeration/Walk In Condensing unit**

- Check and RECORD condenser fan amp draw for EACH fan
- Check and record pressures including current ambient temp. IF SIGHT GLASS IS CLEAR DO NOT check pressures. (IF refrigerant is needed please alert customer)
- Check condition of condenser fan blades
- Compressor check and record amp draw
- Inspect all electrical connections
- Inspect and tighten lugs on safety disconnects and contactors
- Secure all panels replacing any missing screws and tighten all screws to insure quite operation
- Wash condenser coils with approved cleaning agent (DO NOT USE ACID ON MICROCHANNEL)

**Task List: Refrigeration/Walk In Box**

- Inspect gaskets
- inspect hinges and door closing mechanism
- Inspect seams of box for condensation, ice, or anything to indicate that the vapor barrier has been compromised.

**Task List: Refrigeration/Reach In**

- Check condition of thermostat and advise customer if age and or condition increases chance of failure.
- Drain: inspect and clear drain lines noting any deficiencies including drainline heater if applicable
- IF electric defrost verify proper operation of defrost elements and drain pan heaters where applicable
- Inspect all electrical connections, tightening or reterminating any bad connections.
- Inspect all evaporator fans for proper rotation, speed, obstruction, vibration, bearing noise. note any deficiency
- Inspect gaskets
- inspect hinges and door closing mechanism
- Secure all panels replacing any missing screws and tighten all screws to insure quite operation
- TXV or metering device check for proper mounting and bulb location, mounting, and insulation.
- Wipe down all metal surfaces of coil housing and fan shrouds

**Task List: Refrigeration/Ice Cream Machine**

- Check and RECORD condenser fan amp draw for EACH fan
- Compressor check and record amp draw
- Inspect all electrical connections, tightening or reterminating any bad connections.
- Inspect belt (IF APPLICABLE) for wear and possible replacement at additional cost to customer
- Inspect pulley (IF APPLICABLE) for wear that may shorten belt life or efficiency of unit.
- Lubricate bearings (IF APPLICABLE) note if Bearings need to be replaced
- Secure all panels replacing any missing screws and tighten all screws to insure quite operation
- Wipe down all metal surfaces of coil housing and fan shrouds

*eh* *10/4/2024* *[Signature]*

Customer Authorized Signature and date

ProToCall Authorized Signature

PM as specified to be performed **4** times a year and to be billed **4** times a year at the rate of **\$940.38** per billing cycle. Invoice is due according to credit terms of customer.





19,129-4

# CONTRACT INVOICE

# MetroRepro

**Invoice Number:** AR50521  
**Invoice Date:** 10/1/2024  
**Account Number:** Hu14  
**Balance Due:** \$603.00

Remit to: PO BOX 560092 Dallas, TX 75353-0092  
P: 972-484-9292

**Bill To:** Hunt County 911  
Kathy Herron  
2507 Lee St  
Greenville, TX 75401

**Customer:** Hunt County 911  
2507 Lee St  
Greenville, TX 75401

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
Hu14	Net 30	10/31/2024	\$603.00	<b>\$603.00</b>
<b>Invoice Remarks</b>				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN10436-03	Cheryl Lowry 903-408-4148	\$603.00	22-23007	11/1/2018	
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for the 11/1/2024 to 10/31/2025 billing period \$603.00 \*  
\*Sum of equipment base charges                       
\$603.00

**Detail:**

**Equipment included under this contract**


**HP/T1500**

Number	Serial Number	Base Charge	Location
5581	CN387H05H	\$603.00	Hunt County 911 2507 Lee St Greenville, TX 75401

*Kathy Herron*      10/7/2024

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

**OCT 22 2024**

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

Please remember you can always pay your invoice online at [www.metrorepro.com](http://www.metrorepro.com) under the customer portal.

Invoice SubTotal	\$603.00
Tax:	\$0.00
Invoice Total	\$603.00
<b>Balance Due:</b>	<b>\$603.00</b>

Remit to: PO BOX 560092 Dallas, TX 75353-0092 972-484-9292

cc 4

(ONE) KONICA MINOLTA COPIER B287 SERIAL #A7AH019000731 (H/C #51190)  
(ONE) KONICA BIZHUB PRO 951 COPIER SERIAL #4EW011040202 (H/C #13676)  
(ONE) BIZHUB B808 COPIER SERIAL #A8KN011006173 (H/C #50933)  
(ONE) BIZHUB 223 COPIER SERIAL #1UG011005641 (H/C #09272)  
(ONE) KONICA BIZHUB B227 COPIER SERIAL #7AK011002474 (H/C #50119)  
(ONE) KONICA BIZHUB C554 COPIER SERIAL #5AY011017075 (H/C #13669)  
(ONE) KONICA BIZHUB C454 COLOR COPIER SERIAL #5C0011025480 (H/C #50109)  
(ONE) BIZHUB B287 COPIER SERIAL #A7AH017001254 (H/C #50942)  
(ONE) BIZHUB C454 KONICA COPIER SERIAL #A5C0011010362 (H/C #10051-1)  
(ONE) BIZHUB 223 COPIER SERIAL #1UG011106524 (H/C #09864)  
(ONE) KYOCERA COPIER COPYSTART CS-30101 SERIAL #LNT6102599 (H/C #50437)  
(ONE) KYOCERA PRINTER SERIAL #NOT VISIBLE (H/C #20276)  
(ONE) 2007 TOYOTA 4 DR CE SEDAN VIN/SERIAL #1NXBR32E07Z788186 (H/C #13507)  
(ONE) 2006 FORD 1 TON VAN VIN/SERIAL #1FBSS31L66DB40704 (H/C #13509)

19.129-5

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

OCT 22 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 



We have prepared a quote for you

**Hunt County SO Maintenance Quote**

Quote # HOU005490  
Version 1

Prepared for:

**Hunt County Sheriff's Office**

Virginia Phillips  
vphillips@huntcounty.net



9824 Whithorn Drive  
Houston, Texas 77095  
www.vistacomtx.com  
(800) 708-6477



Wednesday, August 21, 2024

Hunt County Sheriff's Office  
Virginia Phillips  
2801 Stuart  
Greenville, TX 75401  
vphillips@huntcounty.net

Dear Virginia,

This proposal is for the continuation of the maintenance contract in effect per agreement of your organization and Vista Com. This quote is for the new period beginning midnight on 11/1/2024. Failure to receive payment by the expiration date will result in an expired contract whereby you may be subjected to loss of coverage or coverage for time and materials per service event. Continuation of maintenance coverage after an expiration period may also result in an onsite re-inspection of the recording system at the customer expense.

Please contact Vista Com Service 30 days prior to contract expiration if you wish to alter the terms of the contract.

Robyn Wolverton  
Operations and Marketing Manager  
Vista Com

9824 Whithorn Drive  
Houston, Texas 77095  
www.vistacomtx.com  
(800) 708-6423



### Services

Description	Price	Qty	Ext. Price
<b>Prof. Services Maintenance</b> <b>Annual Maintenance Contracts</b>  Annual Maintenance Coverage for Recording Solution SN#745101314 Coverage Dates: 11/1/2024 thru 10/31/2025	\$6,568.00	1	\$6,568.00
<b>Subtotal:</b>			<b>\$6,568.00</b>

## Hunt County SO Maintenance Quote



**Prepared by:**  
Vista Com  
Robyn Wolverson  
(800) 708-6423 ext. 209  
Fax (281) 518-7056  
Robyn.Wolverson@vistacomtx.com

**Prepared for:**  
Hunt County Sheriff's Office  
2801 Stuart  
Greenville, TX 75401  
Virginia Phillips  
(903) 453-6842  
vphillips@huntcounty.net

**Quote Information:**  
Quote #: HOU005490  
Version: 1  
Delivery Date: 08/21/2024  
Expiration Date: 12/31/2024

### Quote Summary

Description	Amount
Services	\$6,568.00
<b>Total: \$6,568.00</b>	

### Payment Options

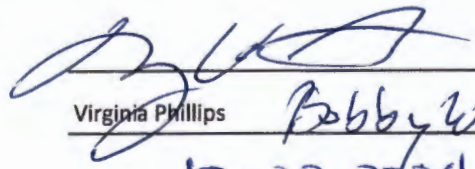
Description	Payments	Interval	Amount
Payment Terms			
Net 30	1	One-Time	\$6,568.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Vista Com

Signature: \_\_\_\_\_  
Name: Robyn Wolverson  
Title: Operations and Marketing Manager  
Date: 08/21/2024

### Hunt County Sheriff's Office

Signature:   
Name: Virginia Phillips Bobby W. Skout  
Date: 10-22-2024



VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer of the equipment at the location designated, as provided in this Agreement. This Maintenance Contract is issued between Electric Coop. ("Client") and VISTA COM ("Contractor"), effective November 1, 2024 (the "Agreement"). This Maintenance Contract is subject to the terms and conditions contained below in this Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Maintenance Contract and the terms of this Agreement, shall govern and prevail.

Maintenance Contract

1. Maintenance Contract to Perform Services to Electric Coop.

- a. Date: August 21, 2024
b. Maintenance Performed By: Vista Com, 9824 Whithorn Drive, Houston, TX 77095, (800) 708-6423
c. Maintenance Performed For: Hunt County Sheriff's Office, 2801 Stuart, Greenville, TX 75401, 903-453-6842

2. Warranted Equipment

- a. Description: Serial #: 745101314

3. Terms of Agreement

- a. Initial Term: This agreement shall be for a term of (12) months beginning on November 1, 2024
b. Maintenance Agreements Only (after 1st year warranty) - Periods after the initial product warranty are serviced through extended maintenance programs. Terms are subject to signed and agreed dates. Maintenance agreements will automatically renew for a like term for up to four (4) additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term. The service fee for each term for warranted equipment, due to the ageing and wear of the various products over time, as well as any additions or changes in above equipment requested by customer, is subject to being increased on a yearly basis.
c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturer's guidance. In the event of an issue creating a void in support due to the lack of industry components, Vista Com spares, or obsolete software, Vista Com will notify the customer immediately of the discovery of such issues as they arise. Vista Com at all times will exercise good faith attempt at resolving all issues.

4. Charges for Services

The customer shall be billed annually by VISTA COM as prepaid on or before the date the agreement is in effect, beginning with the date of execution of this agreement. If not tax exempt, the customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the customer. VISTA COM may refuse to render any and all further services if the customer is not current on all payments required under this Agreement. VISTA COM retains the right, at its sole discretion, to perform further work on a CASH basis to be paid in advance of the work performed.

5. Service by VISTA COM

- While this agreement is in force and effect, VISTA COM will perform the following services.
a. 24 hours, 365 days per year, 1-800-Technical support line (typical office hours 8-5, M-F)
b. All replacement parts and labor



VISTA COM agrees to maintain the above-described Warranted Equipment in good working condition during the term of the agreement. There will be no charge to the customer by VISTA COM for parts, labor, or technical support except as provided in this agreement.

## 6. Exclusions

The maintenance / service agreement does not extend to any equipment or software that has been:

- a. Subjected to misuse, neglect, or abuse.
- b. Repaired, altered, or installed by anyone other than a designee of VISTA COM for the duration of the contract; or
- c. Requested other than email (support@vistacomtx.com), web form, or service line (1-800-708-6423, option 4) are not considered service events.
- d. Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the customer at VISTA COM's then-prevailing rates for similar service or equipment to be determined on the date which VISTA COM performs the repairs.
- e. Any adds/moves/or changes to original configuration.

Where service events are excluded from warranty or maintenance due to the reasons above, the customer shall pay the greater of \$225 or the then-prevailing rates for similar service or equipment, minimum \$450 per event.

## 7. Remote Diagnostics

Customer agrees to provide a method for Vista Com service personnel to access the recording equipment remotely to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods:

- a. VPN Tunnel – customer will allow Vista Com support technicians access to the recording equipment by virtual private network.
- b. Internet Access – the customer will provide access to the recorder via an Internet connection.
- c. Supervised, Non-Supervised – at the customer's discretion, the linkage to Vista Com service personnel can be connected at time of need as opposed to full time.

## 8. Service Level Agreement

Vista Com will respond to service events depending upon service level need.

**Service Level 1:** A production product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

**Service Level 2:** Important product features do not function in accordance with the documentation (e.g., unable to playback).

**Service Level 3:** Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.

### Response Time:

Maintenance	Service Level	Response
Hours of Coverage	Service Level 1	24/7, 365
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM (Central Time)
Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite Timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days



Non-emergency, on-site service outside of 8:00am-5:00pm CT Monday through Friday, after hours, weekends, or Vista Com observed holidays are outside the scope of this contract for non-emergency services (i.e., training, software upgrades, and client software issues).

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice.

Holidays typically observed by Vista Com include:

- New Year's Day                      President's Day                      Independence Day                      Thanksgiving (2)
- Good Friday                              Memorial Day                      Labor Day                              Christmas (2)

Depending on specific days on which holidays fall, Christmas Eve, New Year's Eve or the day after Christmas and the day after New Year's may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site support services for or arrange for the support of the product in accordance with this plan.

### 9. Jurisdiction and Governing Law

This Agreement, and any exhibits attached hereto, if any, shall be governed by the laws of the State of Texas, where home office is located. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

### 10. Entire Agreement

This writing, and any exhibits attached hereto, if any, constitutes the entire Agreement between the parties. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly rescinded, withdrawn and canceled, and Customer agrees that it will not and has not relied upon any prior written or verbal representations of any principal, officer, employee, agent or representative of VISTA COM. Customer further warrants and represents the he is relying on his own judgment and Customer has reviewed this entire Agreement in detail and has satisfied itself as to the content of this Agreement.

### 11. Amendment

Electric Coop.		VISTA COM	
Signed:		Signed:	<i>Robyn Wolverton</i>
Printed Name:		Printed Name:	Robyn Wolverton
Title:		Title:	Operations Manager
Date:		Date:	8.21.24

This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer. **IN WITNESS WHEREOF**, the parties hereto have caused this Maintenance Contract to be effective as of the day, month and year first written above.

Maintenance Contract

**RE: Vista Com Maintenance Renewal**

Robyn Wolverton <[robyn.wolverton@vistacomtx.com](mailto:robyn.wolverton@vistacomtx.com)>

Wed 8/21/2024 16:10

To: Virginia Phillips <[vpillips@huntcounty.net](mailto:vpillips@huntcounty.net)>

Caution! This message was sent from outside your organization.

That addition will not change the current maintenance until a year later. It gets a warranty year first.

Best Regards,

*Robyn Wolverton*

Robyn Wolverton, Operations Manager  
(281) 516-9800, Ext. 209  
visit our website: [www.vistacomtx.com](http://www.vistacomtx.com)



From: Virginia Phillips <[vpillips@huntcounty.net](mailto:vpillips@huntcounty.net)>

Sent: Wednesday, August 21, 2024 3:38 PM

To: Robyn Wolverton <[robyn.wolverton@vistacomtx.com](mailto:robyn.wolverton@vistacomtx.com)>

Subject: Re: Vista Com Maintenance Renewal

Will this still be good for the upgrade that is still pending the radio network coming up? We are looking at adding that upgrade sometime mid September. I've been working with the Robin on that.

Virginia Phillips  
Hunt County SO  
Communications Director  
903/453-6842

From: Robyn Wolverton <[robyn.wolverton@vistacomtx.com](mailto:robyn.wolverton@vistacomtx.com)>

Sent: Wednesday, August 21, 2024 15:25

To: Virginia Phillips <[vpillips@huntcounty.net](mailto:vpillips@huntcounty.net)>

Subject: Vista Com Maintenance Renewal

Hi Virginia,

Hope all is well with you! It's that time again... Renewal for your maintenance is due in October and will be here before we know it.

Attached is a quote to get a PO.

Also attached is your maintenance agreement. We send this after your warranty year (which didn't happen last year, or I never got back), and it details the services that come along with your maintenance. Pretty basic "manual" per se, and is good up to 4 years, so only need to sign this one time. I've found that auditors want to see it at times for customers, so better to just get in place now, and not scrambling later when needed.

Please be sure to initial each page AND sign the last page as well.

Let me know if you have any questions on either! And when you get a PO so I can send the invoice over. 😊

Best Regards,

*Robyn Wolverson*

Robyn Wolverson, Operations Manager  
(281) 516-9800, Ext. 209  
visit our website: [www.vistacomtx.com](http://www.vistacomtx.com)






19,129-6

- (ONE) KONICA MINOLTA COPIER B287 SERIAL #A7AH019000731 (H/C #51190)
- (ONE) KONICA BIZHUB PRO 951 COPIER SERIAL #4EW011040202 (H/C #13676)
- (ONE) BIZHUB B808 COPIER SERIAL #A8KN011006173 (H/C #50933)
- (ONE) BIZHUB 223 COPIER SERIAL #1UG011005641 (H/C #09272)
- (ONE) KONICA BIZHUB B227 COPIER SERIAL #7AK011002474 (H/C #50119)
- (ONE) KONICA BIZHUB C554 COPIER SERIAL #5AY011017075 (H/C #13669)
- (ONE) KONICA BIZHUB C454 COLOR COPIER SERIAL #5C0011025480 (H/C #50109)
- (ONE) BIZHUB B287 COPIER SERIAL #A7AH017001254 (H/C #50942)
- (ONE) BIZHUB C454 KONICA COPIER SERIAL #A5C0011010362 (H/C #10051-1)
- (ONE) BIZHUB 223 COPIER SERIAL #1UG011106524 (H/C #09864)
- (ONE) KYOCERA COPIER COPYSTART CS-30101 SERIAL #LNT6102599 (H/C #50437)
- (ONE) KYOCERA PRINTER SERIAL #NOT VISIBLE (H/C #20276)
- (ONE) 2007 TOYOTA 4 DR CE SEDAN VIN/SERIAL #1NXBR32E07Z788186 (H/C #13507)
- (ONE) 2006 FORD 1 TON VAN VIN/SERIAL #1FBSS31L66DB40704 (H/C #13509)

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

OCT 22 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

19,129-7

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

OCT 22 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 



# KEN PAXTON

ATTORNEY GENERAL of TEXAS

## CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

### Agency Information

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#### Agency Information

Agency Name: 196th Judicial District, District Attorney

City: Greenville

State: TX

Phone Number: (903) 408-4180

Agency Fiscal Ending Month: August

Agency Mailing Street:

PO BOX 441

ZIP: 75403

County: Hunt

Agency Fiscal Beginning Month: September

### I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

#### Seized Funds Pursuant to Chapter 59

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Seized Funds Balance: \$376,382.00

#### B) Seizures During Reporting Period:

1) Amount seized by employees of your agency: \$0.00

2) Amount seized by other agencies: \$58,262.00

C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent: \$411,790.00

D) Total Amount of Forfeitures Pending for All Agencies You Represent:

E) Interest Earned on Seized Funds During Reporting Period: \$951.00

F) Amount Returned to Defendants/Respondents: \$0.00

G) Amount Transferred to Forfeiture Account: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$435,595.00

Ending Balance-Mailed Form:

## II. Forfeited Funds

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### **Forfeited Funds and Other Court Awards Pursuant to Chapter 59**

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Forfeited Funds Balance: \$17,892.00

**B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement**

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment.*

- 1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement: \$0.00
  
- 2) Amount Forfeited and Received by Your Agency: \$7,083.00
  
- 3) Total Amount Forfeited and Transferred to all Agencies Covered by Local Agreement - This field will be auto-calculated when you hit save or switch sections: \$7,083.00

- C) Interest Earned on Forfeited Funds During Reporting Period: \$0.00

**D) Amount Awarded For All Agencies You Represent Pursuant to 59.022**

*Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022*

- 1) Amount Awarded and Transferred to All Agencies Pursuant to 59.022: \$0.00
  
- 2) Amount Awarded and Received by your agency pursuant to 59.022: \$0.00
  
- 3) Total Amount Awarded For All Agencies You Represent Pursuant to 59.022 - This field will be auto-calculated when you hit Save or switch sections: \$0.00

**E) Amount Awarded For All Agencies You Represent Pursuant to 59.023**

*Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023*

- 1) Amount Awarded and Transferred to All Agencies Pursuant to 59.023: \$0.00
  
- 2) Amount Awarded and Received By Your Agency Pursuant to 59.023: \$0.00
  
- 3) Total Amount Awarded For

All Agencies You Represent  
Pursuant to 59.023 - This field  
will be auto-calculated when  
you hit Save or switch  
sections: \$0.00

F) Proceeds Received by Your  
Agency From Sale of Forfeited  
Property: \$0.00

G) Amount Returned to Crime  
Victims: \$0.00

H) Other Reconciliation Items  
(Must provide detail in box  
below): \$0.00

Description:

I) Total Expenditures of  
Forfeited Funds During  
Reporting Period - This field  
will be auto-calculated based  
on your answers in the  
Expenditures section: \$0.00

J) Forfeited Funds Ending  
Balance (balance will be  
automatically calculated after  
expenditures are entered): \$24,975.00

Total Expenditures from Mailed  
Form:

Ending Balance from Mailed  
Form:

### III. Other Property

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#### Other Property

*List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If*

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

**B) Real Property (Count each parcel seized as one item)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

1) Pending for all agencies at beginning of reporting period: 0

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 0

4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

**E) Other Property**

*To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.*

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
Vehicle	0	1	0	0	0	0

## IV. Forfeited Property Received

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**Forfeited Property Received From Another Agency**

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 1

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

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### Forfeited Property Transferred or Loaned From Another Agency

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

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### Expenditures

*This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.*

#### A) Salaries

1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):

2) Salary Budgeted Solely \$0.00  
From Forfeited Funds:

3) Number of Employees Paid 0  
Using Forfeiture Funds:



4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Salaries from Mailed  
Form:

**B) Overtime**

1) For Employees Budgeted by Governing Body: \$0.00

2) For Employees Budgeted Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59  
FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Overtime from Mailed  
Form:

**C) Equipment**

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms : \$0.00

8) K9 Related Costs: \$0.00

9) Visual Aid Equipment for Litigation: \$0.00

10) Other (Must provide detail in box below): \$0.00

Description:

11) TOTAL EQUIPMENT

PURCHASED WITH  
CHAPTER 59 FUNDS - This \$0.00  
field will be auto-calculated  
once you hit save or switch  
sections:

Total Equipment from Mailed  
Form:

**D) Supplies**

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data  
Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL SUPPLIES  
PURCHASED WITH  
CHAPTER 59 FUNDS - This \$0.00  
field will be auto-calculated  
once you hit save or switch  
sections:

Total Supplies from Mailed  
Form:

## VI. Expenditures: F - G

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**F) Training**

- 1) Fees (Conferences,  
Seminars): \$0.00
- 2) Materials (Books, CDs,  
Videos, etc.): \$0.00
- 3) Other (Must provide detail in  
box below): \$0.00

Description:

4) TOTAL TRAINING PAID

OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Training from Mailed Form:

**G) Investigative Costs**

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Investigative Costs from Mailed Form:

## VI. Expenditures: E

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**E) Travel**

**1) In State Travel**

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
  
- e) Total In State Travel - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total In State Travel from  
Mailed Form:

**2) Out of State Travel**

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
  
- e) Total Out of State Travel: \$0.00

Total In State Travel from  
Mailed Form:

**3) Total Travel Paid Out of Chapter 59 Funds**

Total Travel Paid Out of  
Chapter 59 Funds - This field  
will be auto-calculated once  
you hit save or switch sections: \$0.00

Total Travel from Mailed Form:

## VI. Expenditures: H - N

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**H) Prevention / Treatment Programs / Financial Assistance / Donation**

- 1) Total Prevention/Treatment  
Programs (pursuant to 59.06  
(d-3(6), (h), (j) ): \$0.00
- 2) Total Financial Assistance  
(pursuant to Articles 59.06 (n)  
and (o) ): \$0.00
- 3) Total Donations (pursuant to  
Articles 59.06 (d-2)): \$0.00

4) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(pursuant to Articles 59.06  
(d-3(6)), (h), (j), (n), (o), (d-2)) -  
This field will be \$0.00

auto-calculated once you hit  
save or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

**I) Facility Costs**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in  
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59  
FUNDS - This field will be \$0.00  
auto-calculated once you hit  
save or switch sections:

Total Investigative Costs from  
Mailed Form:

**J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including  
travel and security): \$0.00
- 5) Audit Costs and Fees  
(including audit preparation  
and professional fees): \$0.00
- 6) State Bar Dues and Legal  
Association Dues: \$0.00
- 7) Legal Library Supplies and  
Access Fees: \$0.00
- 8) Other (Must provide detail in  
box below): \$0.00

Description of Other Miscellaneous Fees:

9) TOTAL MISCELLANEOUS  
FEES PAID OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney  
General**

1) Total paid to State Treasury  
due to lack of local agreement  
pursuant to 59.06 (a): \$0.00

2) Total paid to State Treasury  
due to participating in task  
force not established in  
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C)  
(Texas Department of Public  
Safety only): \$0.00

4) Total forfeiture funds  
transferred to the Health and  
Human Services Commission  
pursuant to 59.06 (p): \$0.00

5) Total paid to the Office of the  
Attorney General pursuant to  
59.06(k): \$0.00

6) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN  
SERVICES COMMISSION/  
OFFICE OF THE ATTORNEY  
GENERAL OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING  
AGENCY(IES) PURSUANT \$0.00

TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

**N) Total Expenditures**

TOTAL EXPENDITURES -  
This field will be \$0.00  
auto-calculated once you hit  
save or switch sections:

Total Expenditures from Mailed  
Form:

## Financial Professional Certification

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*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Financial Professional  
Acknowledge Terms:

Typed Name of  
Auditor/Treasurer/Accounting  
Professional/Preparer::

Title:

### Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature

Title

Date

19.129-8  
**HUNT COUNTY SHERIFF'S OFFICE  
CRIME CONTROL  
BUDGET FY 2024-2025**

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

OCT 22 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

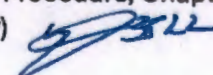
**Beginning Balance (as of 10/01/2024)**

**\$29,455.42**

Donation ART. 59.06 (d-2) (1)(A) ART. 59.06 (d-2) (3)	\$5,000.00
Equipment ART. 59.06 (d-3) (1)	\$7,455.42
Supplies ART. 59.06 (d-3) (2)	\$2,000.00
Investigative and training related travel expense ART. 59.06 (d-3) (3)	\$5,000.00
Investigative cost ART. 59.06 (d-3) (5)	\$5,000.00
Facility costs ART. 59.06 (d-3) (7)	\$5,000.00

**Total Amount**

**\$ 29,455.42**

(Code of Criminal Procedure, Chapter 59, Forfeiture of Contraband, ART. 59.06 Disposition of Forfeited Property) 



19,129-9

**HUNT COUNTY SHERIFF'S OFFICE  
FEDERAL FORFEITURE BUDGET  
FY 2024-2025**

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

OCT 22 2024

By BECKY LANDRUM  
County Clerk, Hunt County, Tex.

**Beginning Balance (as of 10/01/2024)**

**\$ 329,188.30**

Law Enforcement Training and Education SECTION V.B.1. b.	\$ 8,000.00
Law Enforcement Equipment SECTION V.B. 1. d.	\$305,688.30
Joint Law Enforcement and Public Safety Operations SECTION V.B.1. e.	\$ 5,000.00
Law Enforcement Travel and Per Diem SECTION V. B. 1. g.	\$ 8,000.00
Law Enforcement Awards and Memorials SECTION V. B.1. h.	\$ 2,500.00

**Total Amount**

**\$ 329,188.30**