


19404-1

Tammy Himes

From: Kaylee Giles <kgiles@farmerselectric.coop>
Sent: Wednesday, April 16, 2025 4:07 PM
To: Tammy Himes
Subject: Congratulations!!

FILED FOR RECORD at <u>12:05</u> clock <u>PM</u> APR 22 2025 BECKY LANDRUM County Clerk, Hunt County, Tex. by 
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Caution! This message was sent from outside your organization.

Congratulations!!

Hunt County Pct 4 (Steven M. Harrison) has won the Sealed Bid for the 2016 Dodge Ram 5500 Service Bucket Truck! We will accept a PO for the truck until funds are available. I will call Steven to let him know as well and to schedule a time for pick up.

If you have any questions, please feel free to contact me!

Thank you,



Kaylee Giles
Operations Staff Assistant

2000 I30 East
Greenville, Texas 75402
903-455-1715
farmerselectric.coop

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Hunt County

Commissioners Office
Commissioner@huntcounty.net
www.huntcounty.net
sharrison@huntcounty.net

Steven M. Harrison, Pct.4

2507 Lee Street - Room 107
Greenville, TX 75401
(903)408-4195

April 15, 2025

**Farmers Electric Cooperative
Greenville, TX 75402**

RE: SEALED BID

To Whom It May Concern:

I, Steven M. Harrison, Hunt County Commissioner Precinct 4, am submitting a sealed bid on the following:

2016 Dodge Ram 5500
2 Ton Versalift Service Bucket w/ Jib (47ft Reach)
200,000 Miles

BID AMOUNT: \$17,000.00

Thank you for your consideration.

Steven M. Harrison
Commissioner
Hunt County Pct. 4

19,424-2



**Proud manufacturer of the ELSAG
portfolio of ALPR/ANPR solutions.**

Leonardo US Cyber and Security Solutions, LLC
Formerly Selex ES Inc. and Selex ES, LLC
4221 Tudor Lane, Greensboro, NC 27410
Tel: 1.877.773.5724 Fax: 1.336.379.7164
EIN: 98-0353098
SAM UEI: U2TTM1K22189
DUNS: 079386308

QUOTE

Prepared By: Tracy Brown tracy.brown@leonardocompany-us.com

Phone:

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

FILED FOR RECORD	
at <u>12:00</u> o'clock <u>P</u> M	
APR 22 2025	
BECKY LANDRUM County Clerk, Hunt County, Tex. by	

Quote#: 31464

Funding Source:

Grant Details:

Payment Method:

Quote Date: 3/13/2025

Quote Expiry Date: 6/13/2025

Rate Sheet: Base Price

Terms: Refer to the Payment Terms in the Quote Offer Terms and Conditions.

All orders shipped FOB Greensboro

**Make checks payable to Leonardo US Cyber and Security Solutions, LLC or
Leonardo US C&SS, LLC.**

Contracts: TX DIR #DIR-CPO-4756

Comments:

Bill To:	Hunt County Sheriff's Office - TX 2801 Stuart Street Greenville TX, TX 75401 United States	Ship To:	Hunt County Sheriff's Office - TX 2801 Stuart Street Greenville TX, TX 75401
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Product Qty	Product/Service	Unit Price	Amount
3	520004-RGS - Software Warranty - Service Plan Regional Group Support 50+ M6 - 2 Cam - Car #1703 M6 - 2 Cam - Car #2002 Radar Trailer Warranty coverage expires 6/9/25 Coverage period being quoted: 6/10/25 to 6/9/26	\$501.00	\$1,503.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$1,503.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$1,503.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$1,503.00



Quote Offer Terms and Conditions

This Quote constitutes an Offer from Leonardo US Cyber and Security Solutions, LLC (Leonardo US CSS) to Customer and does not constitute a binding contract until a Customer Purchase Order is accepted.

Leonardo US CSS reserves the right, in its sole discretion, to refuse any Purchase Order submitted by Customer. Any Purchase Order submitted by Customer in response to this Quote and accepted by Leonardo US CSS is subject to the terms and conditions set forth below. Quote Prices stated herein shall be valid through the Expiration Date listed above; however Quote Pricing is subject to change for any Customer Purchase Orders issued after Quote Expiration Date or due to the imposition of tariffs on products or components. Tariffs will be itemized on invoices.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Leonardo US CSS. Leonardo US CSS will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Leonardo US CSS.

Shipment and Delivery. All orders shipped FOB Greensboro.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Leonardo US CSS ES or its licensors. **Refer to the Leonardo US CSS Software License Agreement documentation provided with the shipment.**

Payment Terms. For hardware, Leonardo US CSS shall invoice Customer upon shipment; payment for hardware is due 30 days from shipment. For Services and any other charges including installation, Leonardo US CSS shall invoice Customer upon completion of any Work or Services. Payment for Services is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Leonardo US CSS are subject to cancellation by Customer only upon the express written consent of Leonardo US CSS. Upon such cancellation and consent, Leonardo US CSS shall cease all work pertaining to the Customer's order, and Customer shall pay Leonardo US CSS for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Leonardo US CSS.

WARRANTY. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE LEONARDO US CSS WARRANTY COVERAGE DOCUMENTATION, LEONARDO US CSS INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Leonardo US CSS for any liability incurred by Leonardo US CSS as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Leonardo US CSS's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Leonardo US CSS for any liability incurred as a result of breach of such obligation.



Leonardo US Cyber and Security Solutions, LLC
Main Office:
4221 Tudor Lane
Greensboro, NC 27410
Tel +1-877-773-5724
Fax +1-336-379-7164
Support Line: 1-866-9MPH900

7 Sutton Place
Brewster NY 10509 USA
Tel. +1-845-278-5425
Fax +1-336-379-7164

EXTENDED SOFTWARE WARRANTY TERMS AND CONDITIONS

For technical support or to arrange for service on your ELSAG product, call our toll-free 24-hour hotline at 1-866-9MPH900.

ELSAG ALPR SYSTEMS LIMITED SOFTWARE WARRANTY COVERAGE

(a) Leonardo US Cyber and Security Solutions, LLC ("Leonardo US C&SS" or "Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the agreed upon "Warranty Period". Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.

(b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
- (ii) Licensor may replace the Software and Related Materials;
- (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.

(c) **THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.**

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

UPDATES AND UPGRADES

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

EXCLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY

This warranty does not apply to: (a) costs associated with the installation of the software; (b) incompatibility with other software; (c) user access restrictions; or (d) patches to existing software versions when a newer version is available.

SERVICE AGREEMENT TERMS AND CONDITIONS.

1. **General.** These general terms and conditions shall apply to all service provided to Customer by Leonardo US C&SS. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Leonardo US C&SS to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Leonardo US C&SS's assent to such additional or different terms.
2. **Agents.** Leonardo US C&SS may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All

references herein to Leonardo US C&SS shall be deemed to include such agents of Leonardo US C&SS.

3. **Term.** The effective date of the initial term of service coverage shall commence upon receipt of Customer's purchase order for Extended Warranty coverage.
4. **Telephone Support and Remote Diagnosis.** To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with ELSAG Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to Leonardo US C&SS for factory diagnosis and repair, or Leonardo US C&SS may dispatch a technician to the site for an additional fee at Customer's request.
5. **Shipping.** For the repair or replacement of hardware under Warranty, Leonardo US C&SS agrees to pay related shipping costs, including any insurance coverage.
6. **Indemnity.** Leonardo US C&SS shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Leonardo US C&SS while on Customer's premises.
7. **Confidentiality.** Leonardo US C&SS recognizes that during the performance of service hereunder, Leonardo US C&SS may be exposed to information of a confidential nature relating to the business of Customer. Leonardo US C&SS agrees to hold such information in confidence for Customer to the same extent Leonardo US C&SS provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL LEONARDO US C&SS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF LEONARDO US C&SS HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
9. **Waiver.** Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
10. **Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Leonardo US C&SS.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
12. **Replacement Parts.** In the maintenance of any product, Leonardo US C&SS may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Leonardo US C&SS. Leonardo US C&SS, at its option, may request the return of these parts.
13. **Coverage Eligibility.** Products that have been continuously covered by a Leonardo US C&SS Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet Leonardo US C&SS's specifications. At Customer's request, Leonardo US C&SS may bring the product up to specification at Leonardo US C&SS's then current rates for parts, labor and travel so that the product will be eligible for coverage.
14. **Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
15. **Taxes.** Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
16. **Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Leonardo US C&SS may withhold service if Customer fails to make any payment when due.
17. **Lawyer's Fees.** If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.

19.424-5



**AGREEMENT FOR BANK DEPOSITORY EXTENSION
FOR
TWO-YEAR PERIOD**

FILED FOR RECORD at <u>12:00</u> o'clock <u>P</u> M
APR 22 2025
BECKY LANDRUM County Clerk, Hunt County, Tex. by

THIS AGREEMENT made and entered the 4th day of April 2025, by and between Hunt County Texas, hereinafter called "County", whose address is 2507 Lee St, Greenville, Texas 75401, and the American National Bank of Texas, Greenville, Texas, hereinafter called "ANBTX", whose principal office for the purpose of this Agreement is located at 5809 Wesley St, Greenville, Texas 75402.

WHEREAS the County desires to extend the bank depository agreement with ANBTX for a two (2) year period from May 1, 2025, through April 30, 2027, as allowed by the proposal released on March 1, 2021; and

WHEREAS the said agreement shall remain the same as performing all duties and obligations imposed by said agreement.

NOW THEREFORE the parties hereto agree to extend the bank depository agreement for a period of two (2) years as originally approved by the County per last Depository Services Agreement dated April 13, 2021.

APPROVED:

A blue ink signature of Bobby Stovall, written over a horizontal line.

Bobby Stovall
Hunt County
Judge

Date: 04/22/2025

APPROVED:

A blue ink signature of Greg Jensen, written over a horizontal line.

Greg Jensen
Municipal Finance Director
American National Bank of Texas

Date: 4.4.25