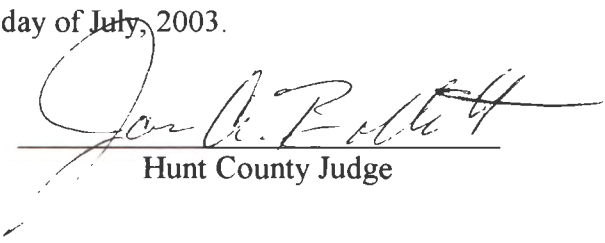


OPEN MEETING
GASB 34 WORKSHOP
July 14, 2003

The Hunt County Commissioners Court met this date at 9:15AM for the purpose of a GASB 34 Workshop to discuss the county bridges. All Commissioners were present, Judge Bobbitt was absent, with Commissioner Green presiding. County Auditor Jimmy Hamilton and Outside Auditor Tommy Nelson were also present. Cliff Clotey was present to discuss the amount of cost of these bridges and to verify the precinct boundaries. Commissioner Green stated all bridges, box culverts and tank cars were already listed on the inventory already turned in by the Commissioners. After much discussion, agreement was made by the Court and Outside Auditor for the backfield estimate to be figured at \$3,000 per bridge to place a value on county bridges.

— Court Adjourned. Minutes approved this 28 day of July, 2003.



Hunt County Judge

Attest:



Hunt County Clerk

COMMISSIONERS COURT
REGULAR SESSION
July 14, 2003

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present and Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

NEW BUSINESS:

8787 On the motion by Ralph Green, second by Phillip Martin, the Court approved the Environmental Health Service Agreement between the Hunt County Health Department and the Cities of Caddo Mills, Campbell, Celeste, Commerce, Hawk Cove, Lone Oak, Quinlan, West Tawakoni and Wolfe City for Food Service Inspection and Licensing Agreement as presented and recommended to accept by Joe Lilly of the County Health Department. *See Attachment.*

8788 On the motion by Judge Bobbitt, second by Martin, the Court approved the appointment of Dr. Ed Skarnulis to the Lakes Regional MHMR Board of Trustees. Judge Bobbitt stated all local board members to remain in tack for approximately 18 months to serve as an advisory group to the Lakes MHMR.

8789 On the motion by Martin, second by Green, the Court approved the Homeland Security Federal Grant issued by COG for \$175,000.00 in grant funding, with \$75,000.00 to remain with COG for administration and dispersal requirements of the Grant. Sheriff Anderson & Chief Deputy White were present stating the County qualifies this year (2003) for approximately \$103,000 for purchase of security equipment for Volunteer Fire Departments, Sheriff Departments and Constables, etc. County to purchase through an approved vender with no county match funding required. County Auditor to receive copy of purchase orders for outside auditor. *See Attachments.*

8790 On the motion by Judge Bobbitt, second by Jim Latham, the Court approved the re-appointment of Roz Lane to the North Central Texas Workforce Development Board.

8791 On the motion by Judge Bobbitt, second by Latham, the Court approved appointment of Mike Dunn to the Northeast Texas Regional Water Planning Group which is Region D, a long term organization planning group developed by the Governor.

— ‘Discuss and approve the purchase agreement with The Software Group for 15 each additional Uni Verse user License and (pro-rated) Maintenance of those additional licenses.’ Item dropped from the Agenda through budgetary authority by the Tax Office.

‘Discuss and possibly take action on approval of received Interlocal Co-operative Act Contract for Assessment and Collection for all taxing jurisdictions in Hunt County.’

Commissioner Martin and Commissioner Thornton stated the 30% increase is too much of a hardship on entities, due to funding cuts in Austin. Judge Bobbitt explained these fees are reimbursement from the entities to the County to keep entities from having to do their own collections. This reimbursement would allow less County tax dollars to be spent on operation of collections. If we don’t charge cost of these services then the County will have to make up the difference. Joyce Barrow – Tax Assessor explained there has been no increase for these services in the past 6 years. The Court agreed to access a 5% increase each year. —

8792 On the motion by Martin, second by Thornton, the Court approved Interlocal Cooperative Act Contract for Assessment and Collection for all taxing jurisdictions in Hunt Count, contingent upon County Attorney approval. Keith Willeford – County Attorney appeared in Court stating contract as written is in good order – amount to be determined by the Court. For: Martin, Thornton, Latham. Opposed: Green. Motion carries. *See Attachment.*

8793 On the motion by Thornton, second by Latham, the Court approved the quarterly report from the Boys and Girls Club presented by David Thompson. *See Attachments.*

8794 On the motion by Judge Bobbitt, second by Martin, the Court approved the re-appointment of Ms. Tubby Adkission to the Child Protective Service Board.

8795 On the motion by Thornton, second by Martin, the Court approved replat for lots 8 & 9 of Pecan Meadow - Phase One in Pct 1, presented by Jorge Ramirez.

Commissioner Thornton stated this replat doesn’t change dimensions of the original plat, its not in a flood plain area and requires no changes to the deed restrictions.

8796 On the motion by Green, second by Thornton, the Court approved replat of lots 7 & 8 of the amended final plat of Graham Point Estates in Pct 2, presented by Sam Havens. Commissioner Green advised the Court, these lots were 5 acre tracks which

were divided into 2.5 acre tracts, additionally, affidavits have been received from the owners in the subdivision which will be filed with the plat.

8797 On the motion by Green, second by Thornton, the Court approved agreement to upgrade approximately 600ft from rock to seal coat on CR2584 in Pct. 2.

8798 On the motion by Green, second by Martin, the Court approved replat of lot 15 in Stone Creek - Phase 2 located in Pct 2, presented by Greg Cuppett.

8799 On the motion by Green, second by Thornton, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR2170 in Pct 2 with the usual stipulations.

8800 On the motion by Martin, second by Latham, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR3139 in Pct 3 with usual stipulations.

8801 On the motion by Latham, second by Martin, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR4211 & CR4511 in Pct 4 with the usual stipulations.

8802 On the motion by Martin, second by Latham, the Court approved transfer of used vehicles from the Hunt County Sheriff's Office to Constable Pct 1, the District Attorney's Office and to donate one vehicle to the Lone Oak Police Department.

8803 On the motion by Judge Bobbitt, second by Latham, the Court approved remodeling proposal plan from PGAL (will not provide architectural drawings) for the 354th District Courtroom not to exceed \$7,500.00, not to exceed \$1200.00 travel allowance and material needs, to be paid out of the Courthouse Renovation Fund. Remodeling to meet ADA requirements, prisoners flow and the support columns.

8804 On the motion by Green, second by Latham, the Court (after evaluation made by Pct. Foremans) approved bid from MHC Kenworth of Dallas, TX. for one or more truck tractors for all Pcts. All bids on file in Personnel Office.

8805 On the motion by Martin, second by Latham, the Court approved Policy relating to Sec. 713.028 of the Texas Health and Safety Code to authorize Commissioners to use County resources to work on County cemetery properties, if needed. Commissioners no longer required to ask Court for authorization. *See Attachment.*

HEAR & DISCUSS REPORTS:

Judge Bobbitt and Sheriff Anderson stated John Walker of the US Marshall Service contacted our Sheriff for holding space for federal prisoners awaiting trial time and process of their trial. This interlocal agreement would be between the Sheriff and Marshalls service for payment of \$40 per day based on their evaluation from now until September. Transportation would be reimbursed to the County at \$20.50 per hour for 2 officers at 36 cents per mile / per vehicle. Hourly charge would be paid to the off duty officer at overtime rate. This will require 6 additional jailers in next budget, the Sheriff could bring in 20 deputies from now until next budget year / with no changes to the current budget. County to be reimbursed on a 30 day time frame for hourly, mileage and \$40 per day charge. Revenue would be coming in for the rest of this year. This would give the County an opportunity to see how this would work until October. This will not affect the regular Deputy's duty. The Sheriff can enter into this agreement without Commissioners Court approval, but would like the Courts approval. This agreement would allow \$300,000.00 cost factor, and a \$750,000.00 gross value on inmates / not including transportation. Court to look at new agreement in budget workshop for October 1, 2003.

8806 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

8807 On the motion by Green, second by Thornton, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

Commissioner Pct 1:	Remove Douglas Underwood from payroll, effective 6-27-03.
Hwy Patrol:	Remove LaRoy Saunders, effective 7-10-03. Remove Patricia Kemp due to her resignation, effective 7-10-03. Raise Laura Lohmann as Secretary I G2/P2 from \$17,250.00 to \$18,450.00, effective 7-11-03.
Maintenance:	Change San Juanita Rodriguez from part time to salaried full time

	Custodian 1, G2P2 at \$17,061.00, effective 7-14-03.
Personnel Dept:	Change Anita Burchett part time Personnel from \$7.00 to \$8.00 per hour, effective 7-21-03. Raise Toni Ward to \$7.00 (part time Floater) only when working for Hershey Barnett, effective 7-9-03.
Sheriff Dept:	Remove Almonia K. Beacham as Detention Officer due to her resignation effective date 6-23-03.

8808 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

_____ Court Adjourned at 11:50A.M. Minutes approved this ____ day of
July, 2003.

Attest:



Hunt County Clerk


Hunt County Judge

8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

FILED FOR RECORD
at 4 o'clock P M

JUL 14 2003

By LINDA BROOKS
County Clerk, Hunt County, Tex.

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Caddo Mills, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Caddo Mills, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Caddo Mills, Texas:

- A. Inspect all food service establishments within the City of Caddo Mills.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

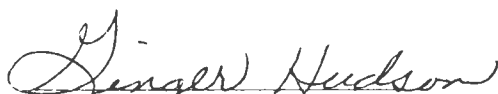
- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Caddo Mills.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Caddo Mills, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

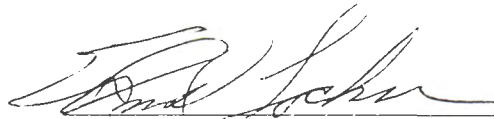
The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 28 day of May, 2003.

ATTEST:

CITY OF CADDO MILLS, TEXAS


City Secretary


Mayor

(SEAL)


THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Caddo Mills, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Caddo Mills, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

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County agrees and does hereby agree to perform the following services in and for the City of Caddo Mills, Texas:

- A. Inspect all food service establishments within the City of Caddo Mills.
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- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

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- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Caddo Mills.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Caddo Mills, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 28 day of May, 2003.

ATTEST:

CITY OF CADDO MILLS, TEXAS

Dinger Hudson
City Secretary

[Signature]
Mayor

(SEAL.)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

[Signature]
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Caddo Mills, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Caddo Mills, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Caddo Mills, Texas:

- A. Inspect all food service establishments within the City of Caddo Mills.
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- C. Assist with licensing program for food service establishments.
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- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Caddo Mills, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 28th day of May, 2003.

ATTEST:

CITY OF CADDO MILLS, TEXAS

Ginger Hudson
City Secretary

[Signature]
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

[Signature]
Hunt County Judge

8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 4 o'clock P M

JUL 14 2003

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Campbell, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Campbell, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Campbell, Texas:

- A. Inspect all food service establishments within the City of Campbell.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. File inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

- H. Contribute to City of Campbell as fair and just compensation for duties performed during effective dates of this agreement, 20 percent of all collected "food dealer's permit" fees. City agrees and does hereby agree to perform the following function in order to assist the County in the performance of services for the City.
- A. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Campbell.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

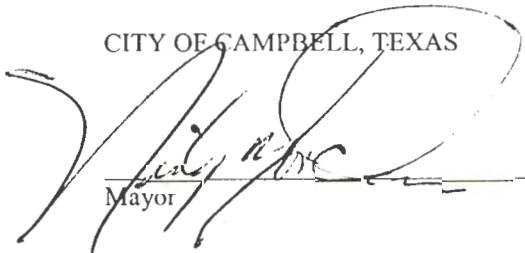
WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 9th day of June, 2003.

ATTEST:


City Secretary

(SEAL)

CITY OF CAMPBELL, TEXAS


Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

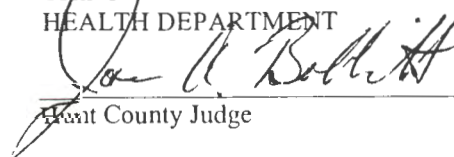

Health Department Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Campbell, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Campbell, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

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County agrees and does hereby agree to perform the following services in and for the City of Campbell, Texas:

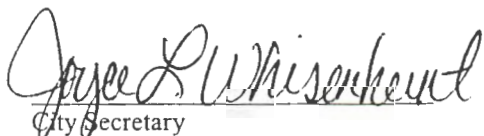
- A. Inspect all food service establishments within the City of Campbell.
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- D. Investigate complaints of a public health nature.
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- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

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- A. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Campbell.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

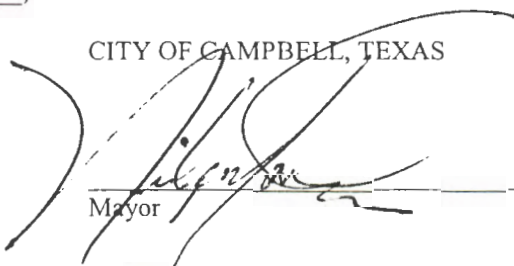
WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 9th day of June, 2003.

ATTEST:


City Secretary

(SEAL)

CITY OF CAMPBELL, TEXAS


Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

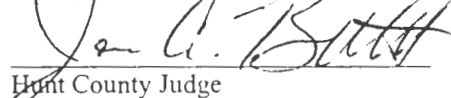

Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Campbell, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Campbell, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Campbell, Texas:

- A. Inspect all food service establishments within the City of Campbell.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
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- A. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Campbell.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 9th day of June, 2003.

ATTEST:

Joyce L. Whisenhunt
City Secretary

(SEAL)

CITY OF CAMPBELL, TEXAS

[Signature]
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

[Signature]
Hunt County Judge

8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 4 o'clock 2 M

JUL 14 2003

THE STATE OF TEXAS

COUNTY OF HUNT

LINDA BROOKS
County Clerk, Hunt County, Tex.
By L. Brooks

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Celeste, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Celeste, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Celeste, Texas:

- A. Inspect all food service establishments within the City of Celeste.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Celeste.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Celeste, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 3rd day of June, 2003.

ATTEST:

CITY OF CELESTE, TEXAS

Donna Henslee
City Secretary

[Signature]
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

[Signature]
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Celeste, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Celeste, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Celeste, Texas:

- A. Inspect all food service establishments within the City of Celeste.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Celeste.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Celeste, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 3rd day of June, 2003.

ATTEST:

CITY OF CELESTE, TEXAS

Nenna Henslee
City Secretary

Pat Jones
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Jan R. Boldt
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Celeste, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Celeste, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Celeste, Texas:

- A. Inspect all food service establishments within the City of Celeste.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Celeste.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Celeste, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 3rd day of June, 2003.

ATTEST:

Donna Henslee
City Secretary

(SEAL)

CITY OF CELESTE, TEXAS

[Signature]
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

[Signature]
Hunt County Judge

8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 9 o'clock 7 M

JUL 14 2003

THE STATE OF TEXAS

COUNTY OF HUNT

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Commerce, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Commerce, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Commerce, Texas:

- A. Inspect all food service establishments within the City of Commerce.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Commerce.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Commerce, the sum of \$383.33 each month during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 03 day of June, 2003.

ATTEST:

Marty Cunningham
City Secretary

(SEAL)

CITY OF COMMERCE, TEXAS

Sherry Zilkert
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Babbitt
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Commerce, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Commerce, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Commerce, Texas:

- A. Inspect all food service establishments within the City of Commerce.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Commerce.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Commerce, the sum of \$383.33 each month during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 03 day of June, 2003.

ATTEST:

Marty Cunningham
City Secretary

(SEAL)

CITY OF COMMERCE, TEXAS

Shirley Zuhart
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Bebb
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Commerce, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Commerce, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Commerce, Texas:

- A. Inspect all food service establishments within the City of Commerce.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Commerce.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Commerce, the sum of \$383.33 each month during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 03 day of June, 2003.

ATTEST:

Charity Cunningham
City Secretary

(SEAL)

CITY OF COMMERCE, TEXAS

Shirley Zuhart
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Blalock
Hunt County Judge

#8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT**FILED FOR RECORD**at 4 o'clock P M

JUL 14 2003

THE STATE OF TEXAS

COUNTY OF HUNT

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Hawk Cove, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Hawk Cove, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Hawk Cove, Texas:

- A. Inspect all food service establishments within the City of Hawk Cove.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Hawk Cove.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Hawk Cove, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 12th day of June, 2003.

ATTEST:

CITY OF HAWK COVE, TEXAS

Letta Loeshy
City Secretary

Wra Hanens
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
J. A. Bell
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Hawk Cove, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Hawk Cove, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Hawk Cove, Texas:

- A. Inspect all food service establishments within the City of Hawk Cove.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Hawk Cove.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Hawk Cove, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 18th day of June, 2003.

ATTEST:

CITY OF HAWK COVE, TEXAS

Leetta Goolsby
City Secretary

Anna Harmon
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Bollett
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Hawk Cove, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Hawk Cove, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Hawk Cove, Texas:

- A. Inspect all food service establishments within the City of Hawk Cove.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Hawk Cove.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Hawk Cove, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 12th day of June, 2003.

ATTEST:

CITY OF HAWK COVE, TEXAS

Leetta Goolsby
City Secretary

Ara Hansen
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Bell
Hunt County Judge

8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 4 o'clock 7 M

JUL 14 2003

THE STATE OF TEXAS

COUNTY OF HUNT

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Lone Oak, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Lone Oak, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Lone Oak, Texas:

- A. Inspect all food service establishments within the City of Lone Oak.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Lone Oak.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Lone Oak, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 4th day of June, 2003.

ATTEST:

CITY OF LONE OAK, TEXAS

Heaveni Lockery
City Secretary

Harold Shummon
Mayor



THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Sam R. Bolitho
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Lone Oak, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Lone Oak, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Lone Oak, Texas:

- A. Inspect all food service establishments within the City of Lone Oak.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Lone Oak.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Lone Oak, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 9th day of June, 2003.

ATTEST:

CITY OF LONE OAK, TEXAS

Liann Luckey
City Secretary

Harold Stearns
Mayor



THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Bollitt
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Lone Oak, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Lone Oak, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Lone Oak, Texas:

- A. Inspect all food service establishments within the City of Lone Oak.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

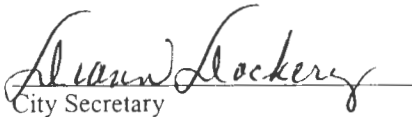
- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Lone Oak.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Lone Oak, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

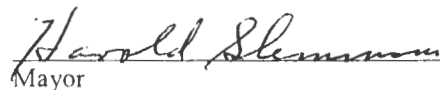
The performance of the services to be rendered herein shall begin on the 1st day of August 2003 and end July 31, 2004 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 9th day of June, 2003.

ATTEST:

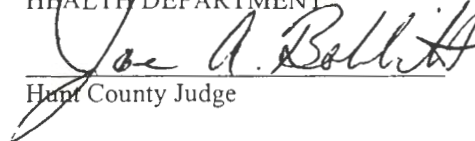
CITY OF LONE OAK, TEXAS


City Secretary


Mayor



THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT


Hunt County Judge

#8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

FILED FOR RECORD
at 4 o'clock PM

JUL 14 2003

By LINDA BROOKS
County Clerk, Hunt County, Tex.

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Quinlan, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Quinlan, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Quinlan, Texas:

- A. Inspect all food service establishments within the City of Quinlan.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
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WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 16 day of JUNE, 2003.

ATTEST:

CITY OF QUINLAN, TEXAS

Shannon Lindsey
City Secretary

Luis Cagle
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Bell
Hunt County Judge



EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Quinlan, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Quinlan, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

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ATTEST:

CITY OF QUINLAN, TEXAS

Shannon Lindsey
City Secretary

Jois Cagle
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT.

Don R. Bell
Hunt County Judge



EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

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ATTEST:

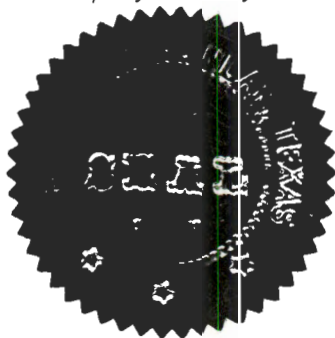
CITY OF QUINLAN, TEXAS

Shannon Lindsey
City Secretary

Lein Cagle
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Ball
Hunt County Judge



8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 7 o'clock PM

JUL 14 2003

THE STATE OF TEXAS

COUNTY OF HUNT

LINDA BROOKS
County Clerk, Hunt County, Tex.
By: *[Signature]*

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of West Tawakoni, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of West Tawakoni, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

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County agrees and does hereby agree to perform the following services in and for the City of West Tawakoni, Texas:

- A. Inspect all food service establishments within the City of West Tawakoni. Inspections per establishment are to be conducted a minimum of 2 times per year.
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WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 10 day of June, 2003.

ATTEST:

CITY OF WEST TAWAKONI, TEXAS

Susan Roberts
City Secretary

Don Tarcoo
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Joe A. Boldt
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of West Tawakoni, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of West Tawakoni, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

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ATTEST:

CITY OF WEST TAWAKONI, TEXAS

Susan Roberts
City Secretary

Don Tancoor
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Jan A. Bobbitt
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of West Tawakoni, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of West Tawakoni, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

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ATTEST:

CITY OF WEST TAWAKONI, TEXAS

Susan Rehuto
City Secretary

Don Tancoor
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Babbitt
Hunt County Judge

8787

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 4 o'clock PM

JUL 14 2003

THE STATE OF TEXAS

COUNTY OF HUNT

LINDA BROOKS
County Clerk, Hunt County, Tex
By [Signature]

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Wolfe City, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Wolfe City, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

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County agrees and does hereby agree to perform the following services in and for the City of Wolfe City, Texas:

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WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 17th day of June, 2003.

ATTEST:

CITY OF WOLFE CITY, TEXAS

Melissa Pope
City Secretary

Rodney C. Brown
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Jon C. Bobbitt
Hunt County Judge

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Wolfe City, hereinafter called "City" acting by and through its Mayor, he/she being duly authorized by Resolution of the City Commission of the City of Wolfe City, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, he/she being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

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ATTEST:

CITY OF WOLFE CITY, TEXAS

Melisa Pope
City Secretary

Richard C. Green
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Jan A. Bollett
Hunt County Judge

Agreement No. 48231

8789

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
03 JUL 18 PM 1:14
B.Y. DEPUTY *Ramen*

TEXAS ENGINEERING EXTENSION SERVICE - TEEEX

SUBRECIPIENT AGREEMENT

State Homeland Security Grant Program

THIS AGREEMENT, by and between Hunt County (hereinafter called "Subrecipient"), located at P. O. Box 1097 Greenville, TX 75403-1097, and the Texas Engineering Extension Service (hereinafter called "TEEX"), established under the laws of the State of Texas as a state agency component of the Texas A&M University System, located at 301 Tarrow, College Station, Texas, 77840-7896,

WHEREAS, TEEX has been awarded a grant entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness, and TEEX desires that Subrecipient perform certain project tasks, all as herein provided, involving the procurement and management of equipment;

WHEREAS, Subrecipient has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

SECTION 1 – PARTIES TO AGREEMENT

TEEX and Subrecipient have severally and collectively made and entered into this Agreement which, together with the documents attached or incorporated by specific reference, constitutes the entire Agreement between the parties.

SECTION 2 – AGREEMENT PERIOD AND AMOUNT

- 2.1 The period for performance of this Agreement shall begin on July 1, 2003 and shall terminate *April 30, 2005*, as further specified in the Statement of Work attached to and made a part hereof.
- 2.2 The total budget amount to be expended by Subrecipient for this Agreement shall not exceed \$178,549.00.
- 2.3 Subrecipient shall abide by all special conditions and requirements contained in the attached statement of work.

Agreement No. 48231

SECTION 3 – LEGAL AUTHORITY

- 3.1 The Subrecipient represents and guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and conduct the Statement of Work.
- 3.2 The person signing this Agreement on behalf of Subrecipient hereby warrants that he/she has been fully authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to legally bind Subrecipient to all the terms, performances and provisions herein set forth.

SECTION 4 – RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractors, and not as agents of each other or as joint venturers or partners.

SECTION 5 – AGREEMENT PERFORMANCE

The Subrecipient shall provide the services specified in its attached Statement of Work, and the terms and conditions imposed and required by this Agreement.

SECTION 6 – AGREEMENT OBLIGATIONS**6.1 Measure of Liability**

In consideration of Subrecipient's full and satisfactory performance of the services specified in the attached Statement of Work, TEEX shall be liable to the Subrecipient in an amount equal to the actual allowable costs incurred by the Subrecipient in rendering such performance, subject to the following limitations:

- 6.1.1 TEEX shall not be liable for expenditures made in violation of the legal authorities cited in Section 8, Compliance with the Law, of this Agreement, or any other law or regulation applicable to the specific project or service performed under this Agreement.
- 6.1.2 Except as otherwise provided by this Agreement, TEEX shall be liable to Subrecipient in an amount equal to the actual allowable costs incurred by Subrecipient in rendering required performance as represented in Section 5, Agreement Performance.
- 6.1.3 Except as otherwise specifically authorized by TEEX in writing, TEEX shall only be liable for expenditures made in compliance with the cost principles

Agreement No. 48231

and administrative requirements set forth and referenced in this Agreement.

- 6.1.4 TEEX shall not be liable to Subrecipient for costs incurred or performances rendered by Subrecipient before commencement of the Agreement or after completion of this Agreement.
- 6.1.5 TEEX shall not be liable for any costs incurred by Subrecipient in the performance of this Agreement which have not been billed to TEEX within sixty (60) days following termination of this Agreement

6.2 Reimbursement Procedures

TEEX will reimburse Subrecipient for no more than the actual cost of the Statement of Work for which Subrecipient seeks payment.

6.3 Purchase of Equipment

Subrecipient may purchase specialized equipment under this Agreement as specified in the Statement of Work.

SECTION 7 – FISCAL ADMINISTRATION

7.1 Availability of Funds

Notwithstanding any other Agreement provisions, the parties hereto understand and agree that TEEX's obligations under this Agreement are contingent upon the availability of adequate funds to meet TEEX's liabilities hereunder.

7.2 Limitation on Liability

- 7.2.1 The Subrecipient understands and agrees that it shall be liable to repay to TEEX any funds not expended in accordance with this Agreement or determined to be expended in violation of the terms of this Agreement.
- 7.2.2 TEEX will pay costs properly incurred by the Subrecipient for performances rendered under this Agreement in the amount specified in Section 2.2, or any mutual amendments hereto.
- 7.2.3 TEEX shall not be liable to the Subrecipient for costs under this Agreement which exceed the amount specified in Section 2.2.

Agreement No. 48231

- 7.2.4 TEEX may deobligate awarded funds after consultation with the Subrecipient and upon determination by TEEX that funds will not be spent in accordance with the Agreement or will not be spent in a timely manner.

SECTION 8 – COMPLIANCE WITH THE LAW

- 8.1 As a condition to award of monies under this Agreement, Subrecipient assures, with respect to the operation of a federally funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws to the extent applicable: (a) Title VI of the Civil Rights Act of 1964, as amended; (b) Section 504 of the Rehabilitation Act of 1973, as amended; (c) the Age Discrimination Act of 1975, as amended; (d) Title IX of the Education Amendments of 1972, as amended; (e) Americans with Disabilities Act of 1990; and (f) any other statutory provisions relating to non-discrimination.
- 8.2 In the performance of this Agreement, Subrecipient shall comply with the following Office of Management and Budget (OMB) Circulars applicable to its organization, institution or agency:
- Administrative Requirements (A-102 and A-110);
 - Cost Principles (A-21, A-87 and 122); and
 - Audit Guidance (A-133).

The parties agree to be bound by all terms of this Agreement and all applicable state and federal statutes and regulations, and all provisions contained therein, including the Office of Justice Programs "Financial Guide" located at:
<http://www.ojp.usdoj.gov/FinGuide/>

SECTION 9 – REPORTING REQUIREMENTS

- 9.1 The Subrecipient agrees to provide to TEEX, in accordance with procedures and time frames prescribed by TEEX, any technical or program reports, data, and information on the operation and performance of this Agreement deemed necessary by TEEX or as required by the Statement of Work reporting schedule.
- 9.2 If Subrecipient fails to submit to TEEX in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, TEEX may withhold payments otherwise due and owing Subrecipient. If TEEX withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by TEEX until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

Agreement No. 48231

SECTION 10 – RETENTION AND ACCESSIBILITY OF RECORDS

- 10.1 Subrecipient shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this Agreement, in compliance with all retention and custodial requirements for records referenced in this Agreement.
- 10.2 Subrecipient shall retain all fiscal records and supporting documents for a minimum of three (3) years after final Agreement closeout. In the event there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved.
- 10.3 Subrecipient shall provide state or federal auditing agencies, TEEX, or any of their duly authorized representatives, access to and the right to examine, copy, or reproduce all reports and records pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Subrecipient.
- 10.4 TEEX shall have the right of timely and reasonable access to Subrecipient and Subrecipient premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Section.

SECTION 11 – CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement or Statement of Work shall be by modification hereto in writing and executed by both parties to this Agreement before the changes to the Agreement are implemented.

SECTION 12 – SEVERABILITY

If a provision contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason, it shall not affect any other provision of the Agreement. It is the intent of the parties that if any provision is held to be invalid, illegal or unenforceable, there shall be added in lieu thereof a valid and enforceable provision as similar in terms to such provision as is possible.

SECTION 13 – AUDITS OR EVALUATIONS

- 13.1 TEEX reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement, which may be performed by government audit staff, a certified public accounting firm, or other auditors as designated by TEEX. Subrecipient shall cooperate with all authorized auditors

Agreement No. 48231

and shall make available all accounting and project records including supporting source documentation. Such audit will be conducted in accordance with applicable state and federal rules and regulations, Agreement guidelines, and established professional standards and practices.

- 13.2 Subrecipient shall be liable to TEEX for any costs disallowed as a result of an audit. Subrecipient shall further be responsible for any audit exception or other payment deficiency in the project covered by the Agreement, and all subcontracts hereunder, which are found to exist after monitoring, review, or auditing by any party as authorized or required by TEEX.
- 13.3 Subrecipient, or the auditors that monitor or audit the Subrecipient, shall immediately report to TEEX any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this Agreement.

SECTION 14 – MONITORING AND TECHNICAL ASSISTANCE

- 14.1 TEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such project evaluation studies that TEEX deems necessary to determine the adequacy of the services performed.
- 14.2 TEEX will notify the Subrecipient in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review. TEEX will provide technical assistance to the Subrecipient to correct the deficiencies noted. TEEX may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, TEEX may terminate this Agreement effective immediately and/or apply sanctions pursuant to Section 19 of this Agreement, or take such other action as it deems appropriate.

SECTION 15 – PREVENTION OF CONFLICTING INTERESTS

The Subrecipient, by signing this Agreement, covenants and affirms that:

- 15.1 No employee of the Subrecipient or a Subrecipient, no member of the Subrecipient's or a Subrecipient's governing body, and no person who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affect his or her personal pecuniary interest.
- 15.2 The Subrecipient shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and

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questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. The Subrecipient, its executive staff and employees, while administering this Agreement, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- 15.3 Subrecipient shall immediately inform TEEX in writing of any potential conflict of interest which arises at any time during the term of this Agreement.
- 15.4 If Subrecipient fails to abide by the foregoing covenants and affirmations regarding conflict of interest, the Subrecipient shall not be entitled to recover any costs or expenses incurred in relation to this Agreement and shall immediately refund to TEEX any fees or expenses that may have been paid under this Agreement, and shall further be liable for any other costs incurred or damages sustained by TEEX relating to this Agreement. Such failure may subject Subrecipient to sanctions as provided in Section 19 of this Agreement.

SECTION 16 – FORCE MAJEURE

In the event that performance by either party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by any act of government, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

SECTION 17 – NON-ASSIGNMENT

This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, the Subrecipient shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement. The Subrecipient shall be held responsible for all funds received under this Agreement.

SECTION 18 – TERMINATION OF AGREEMENT

- 18.1 This Agreement may be terminated, in whole or in part, whenever TEEX determines that such termination is in the best interest of the project, such termination to be effective upon the Subrecipient's receipt of written notification of termination from TEEX. In the event of such termination, the Subrecipient shall be entitled to compensation under this Agreement for allowable expenditures up to the termination date.

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- 18.2 When justified, TEEX may terminate this Agreement for cause, whereupon all compensation to the Subrecipient shall cease pending completion of any final report and any closing audit required by TEEX.
- 18.3 If the Subrecipient fails to perform in accordance with the provisions of this Agreement or the attached Statement of Work, TEEX may terminate this Agreement after issuing written notice of default to the Subrecipient and allowing the Subrecipient thirty (30) days following the issuance of such notice in which to correct the deficiency to the satisfaction of TEEX. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Agreement.
- 18.4 Notwithstanding TEEX's exercise of its right of early termination, the Subrecipient shall not be relieved of any liability for damages due to TEEX. TEEX may withhold payment to the Subrecipient on this or any other Agreement until such time as the exact amount of damages due to TEEX from the Subrecipient is agreed upon or is otherwise determined by TEEX.
- 18.5 If Federal funds are not available, or in the event that State laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Agreement by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of performance under this Agreement, then the parties shall be discharged from any further obligations under this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of termination.
- 18.6 The Subrecipient shall cease to incur costs under this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

SECTION 19 – SANCTIONS OR REMEDIAL MEASURES

- 19.1 If Subrecipient materially fails to comply with the terms and conditions of this Agreement, TEEX shall notify the Subrecipient in writing describing performance that is not in compliance with the terms and conditions of this Agreement. The Subrecipient shall attend a meeting with TEEX to discuss the non-compliance and necessary corrective actions to ensure performance will be in compliance.
- 19.2 If TEEX and Subrecipient cannot agree on corrective actions, TEEX may take one or more of the following actions, as appropriate:

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19.2.1 Temporarily withhold cash payments pending correction of the deficiency by Subrecipient;

19.2.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partially suspend or terminate the current award;

19.2.4 Exercise any other available remedies.

SECTION 20 – Sectarian Activity

None of the activities or performances rendered under this Agreement shall involve, and no portion of the funds received by Subrecipient shall be used for any sectarian or religious activity.

SECTION 21 – Political Activity

None of the activities or performances rendered hereunder by the Subrecipient shall involve and no portion of the funds received by the Subrecipient shall be used for any political activity, including but not limited to any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

SECTION 22 – Rights in Data, Copyrights and Publication

TEEX will be free to publish the results of all work done under this Agreement. Ownership of all data produced under this Agreement will remain with TEEX. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of this Agreement shall remain with TEEX, provided that TEEX shall grant to Subrecipient an irrevocable, royalty-free, non-exclusive license to reproduce, modify, and use all such data and copyrightable material for its own use, but not for any commercial purpose.

SECTION 23 – Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

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SECTION 24 – Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TEEX and the Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient:

- A. A Subrecipient's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Subrecipient shall submit written notice, as required by subchapter B, to Arturo Alonzo, TEEX Deputy Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TEEX and the Subrecipient otherwise entitled to notice under the parties' Agreement. Compliance by the Subrecipient with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- B. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of the Agreement by TEEX if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TEEX nor any other conduct of any representative of TEEX relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- D. The submission, processing and resolution of the Subrecipient's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.
- E. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Subrecipient, in whole or in part.
- F. The designated individual responsible on behalf of TEEX for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be Arturo Alonzo, TEEX Deputy Director.

Subrecipient hereby acknowledges that it has read and understands this entire Agreement. All oral or written Agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. Subrecipient agrees to abide by all terms and conditions specified herein and certifies that the

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information provided to TEEX is true and correct in all respects to the best of its knowledge and belief.

This Agreement is entered into by and between the following parties:

TEEX:

Texas Engineering Extension Service

301 Tarrow - TEEX

College Station, TX 77840-7896

Contact Person: Charles Todd, Director of Emergency Preparedness

TEL: 979.458.6815

FAX: 979.458.6927

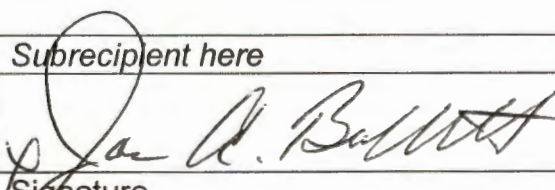
SUBRECIPIENT:

Contact Person:

TEL:

FAX:

APPROVED:

Texas Engineering Extension Service	Subrecipient here
	
Signature	Signature
Dr. Arturo Alonzo, Jr.	Joe A. Bobbitt
Typed or Printed Name	Typed or Printed Name
Deputy Director	County Judge
Title	Title
	7-14-03
Date Signed	Date Signed
37167167164025	
TX Vendor ID/VIN	TX Vendor ID/VIN

STATE OF TEXAS

8792

COUNTY OF HUNT

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
03 JUL 16 PM 1:10
BY: *[Signature]*
DEPUTY

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

HUNT COUNTY (HEREINAFTER CALLED "COUNTY") AND THE

(hereinafter called "taxing unit") enter into the following agreement:

PURPOSE

The parties to this agreement wish to consolidate the assessment and collection of property taxes in one agency, Hunt County.

The parties enter this contract, pursuant to the authority granted by Section 6.23 (a)(4), Property Tax Code. (See attached.)

(Amended by 1981 Tex. Laws (1*C.S.) p. 125. ch13, Sec 22; amended by 1983 Tex. Laws, p.4819. ch.851, *Sec.2.)

TERM

This contract shall be effective October 1, 2003, unless canceled by any party to this contract by giving written notice of intention to cancel at least sixty (60) days before the intended cancellation date. A new contract will be generated when the cost per parcel for collection changes.

SERVICES TO BE PERFORMED

- (1) The County shall collect the ad valorem property taxes owing to the taxing unit participating in this agreement as outlined above. The County further agrees to perform for the said taxing unit all the duties provided by the laws of the State of Texas for the collections of said taxes incident to this contract.
- (2) The County shall perform all the functions set out in the definitions section of the contract. Specifically, the County agrees to prepare consolidated tax statements for each taxpayer within its taxing jurisdiction. The tax statement shall include taxes for the current year. The County shall mail said tax statement to each such taxpayer within the time frame mandated by the Property Tax Code, Section 31.01. (See attached.)
(EXCEPTION: See Paragraph (h).)
- (3) County agrees to mail during two specified periods of time a minimum of two reminders to each account which remains unpaid after the end of February. The first reminder will be mailed to unpaid accounts between March 01 and March 15, and the second reminder will be mailed to unpaid accounts between May 16 and May 29.
- (4) Taxing unit hereby designates the County Tax Assessor-Collector as its tax assessor-collector for the purpose of compliance with Chapter 26 of the Texas property Tax Code, as amended. In addition, the parties agree that the County Tax assessor Collector shall perform all the duties required by law of the Hunt County Tax Assessor-Collector.

PAYMENT

- (1) In consideration of the performance of services of County set out in this contract, as per Section 6.27 of Property Tax Code (See attached), the taxing unit agrees to pay the County 1.0248 cents per parcel according to the taxing unit's certified tax roll during the effective period of this contract.
- (2) As additional consideration for the performance of services by the County set forth in this contract, the County shall retain all of the fees paid for the issuance of Tax Certificates, and no part of the fee will be remitted to the taxing units.

REMITTANCE OF COLLECTION

The taxes collected for each taxing unit shall be remitted three (3) times a week to the taxing unit by wire transfer, on availability of funds in the depository.

ADMINISTRATIVE PROVISIONS

- (1) All expenses incurred by the County for the assessment and collection of taxes shall be clearly kept on the books and records of the County. The taxing unit or its designated representatives are authorized to examine the public records to be kept by the County at such reasonable times and intervals as the taxing unit deems fit. Such books and records will be kept in the office of the County.

- (2) The County agrees to maintain adequate bond (payable to the County) for the Tax Assessor-Collector for collection staff at County's expense.
- (3) The County agrees to permit each taxing unit to seek an additional surety bond in a reasonable amount on the Tax Assessor-Collector acting in her capacity as assessor-collector for the taxing unit, and the cost of such surety bond shall be the responsibility of the taxing unit as prescribed in Section 6.29 (c) of the Property Tax Code. (See attached.)

MISCELLANEOUS PROVISIONS

- (1) The taxing unit agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records available to the taxing units.
- (2) Each taxing unit agrees to assign all delinquent properties with current County account numbers. County agrees to perform all data entry.
- (3) The County shall not be liable to the taxing unit on account of any failure to collect taxes, unless the failure to collect taxes results from some failure of the Tax Assessor-Collector's office to perform the duties imposed upon the Tax Assessor-Collector by law and by agreement.
- (4) The County shall deliver to the taxing units during the period of year when tax receipt checks are wire-transferred, in the form of:
 - A) Daily Distribution Report
 - B) Batch Distribution Report
 - C) Daily Collection Report

The County shall deliver to the taxing unit end-of-the-month reports, in the form of:

- A) Monthly Statement of Collections
- B) Monthly Distribution
- C) Recap Report
- D) Modified Report (Additions and Deletions)

DELINQUENT TAX SUITS

Agreement to this contract assigns the responsibility of delinquent tax collections and the filing of suits to the delinquent tax attorney who represents Hunt County, unless the jurisdiction is presently under contract with another attorney. In the event the jurisdiction decides to discontinue services provided by its current delinquent tax attorney or decides to contract with a new tax attorney, the Tax Assessor-Collector for the jurisdiction shall be notified in writing before a decision is to be made. This notification would provide time for the Tax Assessor-Collector to consult with the jurisdiction regarding its proposed change of attorney at that time.

DEFINITIONS

For the Purpose of this agreement, the terms “assessment” and “collection” shall include the following: preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, tax certificates, and calculation of an effective tax rate required by Section 26.04 (c) of the property Tax Code, responsible for Re-sale property (See attached). The term assessment shall not include those functions defined as “appraisal” by the Property Tax Code.

Notes:

Taxing unit may hire independent collection counsel where county collects taxes for the unit. *Bexar County v. North East Independent School District*, 802 S.W.2d 854 (Tex. App.—San Antonio 1990, writ denied).

Sec. 6.23. Duties of Assessor and Collector.

- (a) The county assessor-collector shall assess and collect taxes on property in the county for the county. He shall also assess and collect taxes on property for another taxing unit if:
 - (1) the law creating or authorizing creation of the unit requires it to use the county assessor-collector for the taxes the unit imposes in the county;
 - (2) the law creating or authorizing creation of the unit does not mention who assesses and collects its taxes and the unit imposes taxes in the county;
 - (3) the governing body of the unit requires the county to assess and collect its taxes as provided by Subsection (c) of Section 6.22 of this code; or
 - (4) required by an intergovernmental contract.
- (b) The assessor and collector for a taxing unit other than a county shall assess, collect, or assess and collect taxes, as applicable, for the unit. He shall also assess, collect, or assess and collect taxes, as applicable, for another unit if:
 - (1) required by or pursuant to the law creating or authorizing creation of the other unit; or
 - (2) required by an intergovernmental contract.

Amended by 1981 Tex. Laws (1st C.S.), p. 125, ch. 13, Sec. 22; amended by 1983 Tex. Laws, p. 4819, ch. 851, Sec. 2.

Cross References:

Determination of assessor and collector for county, see Sec. 6.21.
 Assessor and collector for taxing unit other than county, see Sec 6.22(a).
 Taxing unit may require county to assess and collect taxes, see Sec. 6.22(c).
 Reasonable fee for county assessor-collector, see Sec. 6.27.
 Giving bonds to qualify for office, see Sec. 6.28.

Notes:

The elected county tax assessor-collector is not constitutionally required to appraise property within an appraisal district. Article VIII, Sec. 18, Tex. Const., separates appraisal from the assessing function of the county tax assessor-collector, and directs the legislature to provide for a single appraisal within each county. The appraisal districts are charged with responsibility for appraising taxable property. *Wilson v. Galveston County Appraisal District*, 713 S.W.2d 98 (Tex. 1986).

A county tax assessor collector who does not perform property tax functions is waived from registering with the Board of Tax Professional Examiners (BTPE). The interlocal contract between an assessor-collector and an appraisal district or other taxing unit requires the appraisal district or taxing unit to collect all taxes, including the motor vehicle inventory tax. Op. Tex. Att'y Gen. No. JC-273 (2000).

County tax funds may be electronically transferred from the county tax assessor's account in the county depository to the county treasury, but only the county tax assessor-collector is authorized to initiate electronic transfer of the funds. Op. Tex. Att'y Gen. No. JC-231 (2000).

Sec. 6.235. Continuing Education Requirements.

- (a) During each full term of office, a county assessor-collector of a county with a population of 1,000,000 or more shall complete 64 or more classroom hours of instruction that relate to the duties of the office and that are accredited by the Board of Tax Professional Examiners, the division of the office of comptroller with responsibility for property taxes, the division of the Texas Department of Transportation with responsibility for motor vehicles, or the secretary of state as continuing education credits for the office of county assessor-collector.
- (b) A county assessor-collector of a county with a population of 1,000,000 or more shall certify completion of the requirements of Subsection (a) to the executive director of the Board of Tax Professional Examiners.
- (c) For the purposes of removal under Subchapter B, Chapter 87, Local Government Code, "incompetency" in the case of a county assessor-collector includes the failure to comply with the requirements of this section.

Added by 1993 Tex. Laws, p. 1934, ch. 501, Sec. 2.

Cross References:

Board of Tax Professional Examiners, see art. 8885, V.T.C.S.

Sec. 6.24. Contracts for Assessment and Collection.

- (a) The governing body of a taxing unit other than a county may contract as provided by the Interlocal Cooperation Act with the governing body of another unit or with the board of directors of an appraisal district for the other unit or the district to perform duties relating to the assessment or collection of taxes.
- (b) The commissioners court with the approval of the county assessor-collector may contract as provided by the Interlocal Cooperation Act with the governing body of another taxing unit in the county or

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with the board of directors of the appraisal district for the other unit or the district to perform duties relating to the assessment or collection of taxes for the county. If a county contracts to have its taxes assessed and collected by another taxing unit or by the appraisal district, except as provided by Subsection (c), the contract shall require the other unit or the district to assess and collect all taxes the county is required to assess and collect.

- (c) A contract entered into under Subsection (b) may exclude from the taxes the other unit or the district is required to assess and collect taxes the county is required to assess and collect under one or more of the following provisions:

- (1) Section 23.121;
- (2) Section 23.122;
- (3) Section 23.124;
- (4) Section 23.1241;
- (5) Section 23.1242;
- (6) Section 23.125;
- (7) Section 23.127; or
- (8) Section 23.128.

- (d) A contract under this section may provide for the entity that collects taxes to contract with an attorney, as provided by Section 6.30 of this code, for collection of delinquent taxes.

Amended by 1981 Tex. Laws (1st C.S.), p. 125, ch. 13, Secs. 23 & 24; amended by 1983 Tex. Laws, p. 4829, ch. 851, Sec. 28; amended by HB 490, 77th Tex. Leg., 2001, eff. September 1, 2001.

Cross References:

Interlocal Cooperation Act, see art. 4413(32c), V.T.C.S.

Contracts with attorney to enforce delinquent tax collection, see Sec. 6.30(c).

Constitutional authorization for intergovernmental contracts, see art. III, Secs. 63 & 64, Tex. Const.

Notes:

School district's mandamus action brought to require the tax assessor-collector to provide the district with tax rolls, material and data as outlined in intergovernmental contract was appropriate, regardless of the school district's breach of contract suit in which money damages were an inadequate remedy and where there was some contractual performance. *Lampson v. South Park Independent School District*, 698 S.W.2d 407 (Tex. App.—Beaumont 1985, writ ref'd n.r.e.), writ later granted; reversed and remanded, 742 S.W.2d 275 (Tex. 1987).

A county tax assessor collector who does not perform property tax functions is waived from registering with the Board of Tax Professional Examiners (BTPE). The interlocal

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contract between an assessor-collector and an appraisal district or other taxing unit requires the appraisal district or taxing unit to collect all taxes, including the motor vehicle inventory tax. Op. Tex. Att'y Gen. No. JC-273 (2000).

County tax funds may be electronically transferred from the county tax assessor's account in the county depository to the county treasury, but only the county tax assessor-collector is authorized to initiate electronic transfer of the funds. Op. Tex. Att'y Gen. No. JC-231 (2000). When the commissioners court contracts to have its taxes collected by another entity and the county assessor-collector approves the contract, the contract is not subject to approval by an individual who assumes the office of assessor-collector during the term of the contract. A tax assessor-collector of a county that contracts to have its taxes collected by another entity is not actively engaged in assessing and collecting taxes and, therefore, is not required or permitted to register with the Board of Tax Professional Examiners under Article 8885, VTCS. Op. Tex. Att'y Gen. No. DM-470 (1998).

A county tax assessor-collector's approval of a contract pursuant to Section 6.24(b) for collection of the inventory tax would not constitute an unlawful delegation of the collector's Section 23.122 authority. Given that a collector may approve a contract pursuant to Section 6.24, the interest earned from the escrow account goes to the county assessor-collector for the purpose of defraying administrative costs. Even if another taxing unit or contractor administers the inventory tax collection, the interest from the escrow accounts must be allocated to the county tax collector. The collector, however, might then use the interest as a source of funds to pay for the Section 6.24(b) contract for collecting the inventory tax. Section 23.122(p) clearly requires the deposit of fines imposed for failure to file monthly tax statements to the county general fund. There is no authority that would require otherwise or that would transform a taxing unit that collects the taxes pursuant to a Section 6.24(b) contract into the county. Letter Op. Tex. Att'y Gen. No. DM-98-085 (1998).

Tax Code Section 31.08(a) neither requires nor permits the appraisal district's chief appraiser to retain tax certificate fees. An appraisal district is not a taxing unit because it is not authorized to impose and is not imposing property taxes. An appraisal district authorized to collect taxes for taxing units by contract does not transform the district into a taxing unit — it does not have the authority to impose taxes but rather merely to collect them. Because Section 31.08 refers to the treasury of the taxing unit, the chief appraiser deposits the tax certificate fees to the treasury of the taxing unit or units for which the appraisal district collects. A taxing unit that contracts to have the appraisal district collect property taxes may compensate the district in part with tax certificate fees. The contract must clearly express that intent. Tex. Att'y Gen. LO-97-041 (1997).

A person may not serve simultaneously as a county tax assessor-collector and school board member of a school located in the county. The incompatibility doctrine prevents the dual office-holding when the school district contracts with the county assessor to collect its taxes. Tex. Att'y Gen. LO-92-004 (1992).

The trustees of an independent school district may enter into a tax collection contract with the county commissioners court. This ruling applies even when the county assessor-collector is a member of the board of directors of the appraisal district in which the school district participates. It is not a violation of the constitutional prohibition contained in art. XVI, Sec. 40 against holding two offices of emolument for the same person to simultaneously be both county assessor-collector and a member of an appraisal district's board of directors. Op. Tex. Att'y Gen. No. JM-1157 (1990).

Section 6.24, which permits consolidated collections under interlocal contract, is constitutional as applied to counties. The county may contract for assistance for the county assessor-collector under Sec. 6.24. Op. Tex. Att'y Gen. No. JM-833 (1987).

The Interlocal Cooperation Act allows local governments to contract among themselves for governmental services "which all parties to the contract are legally authorized to perform." However, statutes do not permit a county to construct a facility for the sole use of another political subdivision. Therefore, a county has no authority to buy land and construct a building solely for an appraisal district's use. Op. Tex. Att'y Gen. No. JM-191 (1984).

Sec. 6.25. Repealed in 1981.

Sec. 6.26. Election To Consolidate Assessing and Collecting Functions.

- (a) The qualified voters residing in an appraisal district by petition submitted to the county clerk of the county principally served by the appraisal district may require that an election be held to determine whether or not to require the appraisal district, the county assessor-collector, or a specified taxing unit within the appraisal district to assess, collect, or assess and collect property taxes on property appraised by the district for all taxing units.
- (b) The qualified voters of a taxing unit that assesses, collects, or assesses and collects its own property taxes by petition submitted to the governing body of the taxing unit may require that an election be held to determine whether or not to require the appraisal district, the county assessor-collector, or another taxing unit that is assessing and collecting property taxes to assess, collect, or assess and collect the unit's property taxes.
- (c) A petition is valid if:
 - (1) it states that it is intended to require an election in the appraisal district or taxing unit on the question of consolidation of assessing or collecting functions or both;
 - (2) it states the functions to be consolidated and identifies the entity or office that will be required to perform the functions; and
 - (3) it is signed by a number of qualified voters equal to at least 10 percent of the number of qualified voters, according to the most recent official list of qualified voters, residing in the appraisal district, if the petition is authorized by Subsection (a) of this section, or in the taxing unit, if the petition is

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- Sec. 31.075. Tax Receipt.
- Sec. 31.08. Tax Certificate.
- Sec. 31.081. Property Tax Withholding on Purchase of Business or Inventory.
- Sec. 31.09. Repealed.
- Sec. 31.10. Reports and Remittances of Other Taxes.
- Sec. 31.11. Refunds of Overpayments or Erroneous Payments.
- Sec. 31.111. Refunds of Duplicate Payments..
- Sec. 31.115. Payment of Tax Under Protest.
- Sec. 31.12. Payment of Tax Refunds; Interest.

Collections and Delinquency

Sec. 31.01

Sec. 31.01. Tax Bills.

- (a) Except as provided by Subsection (f), the assessor for each taxing unit shall prepare and mail a tax bill to each person in whose name the property is listed on the tax roll or to the person's authorized agent. The assessor shall mail tax bills by October 1 or as soon thereafter as practicable. The assessor shall mail to the state agency or institution the tax bill for any taxable property owned by the agency or institution. The agency or institution shall pay the taxes from funds appropriated for payment of the taxes or, if there are none, from funds appropriated for the administration of the agency or institution. The exterior of the tax bill must show the return address of the taxing unit and must contain, in all capital letters, the words "RETURN SERVICE REQUESTED," or another appropriate statement directing the United States Postal Service to return the tax bill if it is not deliverable as addressed.
- (b) The county assessor-collector shall mail the tax bill for Permanent University Fund land to the comptroller. The comptroller shall pay all county tax bills on Permanent University Fund land with warrants drawn on the General Revenue Fund and mailed to the county assessors-collectors before February 1.
- (c) The tax bill or a separate statement accompanying the tax bill shall:
 - (1) identify the property subject to the tax;
 - (2) state the appraised value, assessed value, and taxable value of the property;
 - (3) if the property is land appraised as provided by Subchapter C, D, E, or H, Chapter 23, state the market value and the taxable value for purposes of deferred or additional taxation as provided by Section 23.46, 23.55, 23.76, or 23.9807, as applicable;
 - (4) state the assessment ratio for the unit;
 - (5) state the type and amount of any partial exemption applicable to the property, indicating whether it applies to appraised or assessed value;
 - (6) state the total tax rate for the unit;
 - (7) state the amount of tax due, the due date, and the delinquency date;
 - (8) explain the payment option and discounts provided by Sections 31.03 and 31.05, if available to the unit's taxpayers,

and state the date on which each of the discount periods provided by Section 31.05 concludes, if the discounts are available;

- (9) state the rates of penalty and interest imposed for delinquent payment of the tax;
- (10) include the name and telephone number of the assessor for the unit and, if different, of the collector for the unit; and
- (11) include any other information required by the comptroller.
- (d) Each tax bill shall also state the amount of penalty, if any, imposed pursuant to Sections 23.431, 23.54, 23.541, 23.75, 23.751, 23.87, 23.97, and 23.9804.
- (e) An assessor may include taxes for more than one taxing unit in the same tax bill, but he shall include the information required by Subsection (c) of this section for the tax imposed by each unit included in the bill.
- (f) A collector may provide that a tax bill not be sent until the total amount of unpaid taxes the collector collects on the property for all taxing units the collector serves is \$15 or more. A collector may not send a tax bill for an amount of taxes less than \$15 if before the tax bill is prepared the property owner files a written request with the collector that a tax bill not be sent until the total amount of unpaid taxes the collector collects on the property is \$15 or more. The request applies to all subsequent taxes the collector collects on the property until the property owner in writing revokes the request or the person no longer owns the property.
- (g) Except as provided by Subsection (f) of this section, failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- (h) An assessor who assesses taxes for more than one taxing unit may prepare and deliver separate bills for the taxes of a taxing unit that does not adopt a tax rate for the year before the 60th day after the date the chief appraiser certifies the appraisal roll for the unit under Section 26.01 of this code or, if the taxing unit participates in more than one appraisal district, before the 60th day after the date it receives a certified appraisal roll from any of the appraisal districts in which it participates. If separate tax bills are prepared and delivered under this subsection, the taxing unit or taxing units that failed to adopt the tax rate before the prescribed deadline must pay

the additional costs incurred in preparing and mailing the separate bills in addition to any other compensation required or agreed to be paid for the appraisal services rendered.

- (i) For a city or town that imposes an additional sales and use tax under Section 321.101(b) of this code, or a county that imposes a sales and use tax under Chapter 323 of this code, the tax bill shall indicate the amount of additional ad valorem taxes, if any, that would have been imposed on the property if additional ad valorem taxes had been imposed in an amount equal to the amount of revenue estimated to be collected from the additional city sales and use tax or from the county sales and use tax, as applicable, for the year determined as provided by Section 26.041 of this code.
- (j) If a tax bill is mailed under Subsection (a) of this section to a mortgagee of a property, the mortgagee shall mail a copy of the bill to the owner of the property not more than 30 days following the mortgagee's receipt of the bill.

Amended by 1981 Tex. Laws, p. 2359, ch. 581, Sec. 3; amended by 1981 Tex. Laws (1st C.S.), p. 166, ch. 13, Sec. 122; amended by 1983 Tex. Laws, p. 15, ch. 5, Sec. 1; amended by 1985 Tex. Laws, p. 2961, ch. 429, Sec. 1; amended by 1987 Tex. Laws, ch. 11, Sec. 13 and ch. 834, Sec. 1; amended by 1989 Tex. Laws, p. 192, ch. 2, Sec. 14.27 and 14.28, and p. 4047, ch. 969, Sec. 1; amended by 1991 Tex. Laws, p. 2897, ch. 836, Sec. 9.1; amended by 1991 Tex. Laws (2nd C.S.), p. 36, ch. 6, Sec. 47; amended by 1993 Tex. Laws, p. 3944, ch. 926, Sec. 2; amended by 1995 Tex. Laws, p. 5067, ch. 1012, Sec. 2; amended by 1997 Tex. Laws, p. 2854, ch. 906, Sec. 1, and p. 3913, ch. 1039, Sec. 32; amended by 1999 Tex. Laws, p. 3043, ch. 547, Sec. 1; amended by 1999 Tex. Laws, p. 3196, ch. 631, Sec. 8.

Cross References:

Assessors and collectors, generally, see ch. 6, subch. B.
 Current tax bill, see Rule Sec. 9.3038.
 Delivery of tax bill to fiduciary, see Sec. 1.11.
 Calculation of sales and use tax adjustment, see Sec. 26.041.
 Calculation of tax and omitted property, see Sec. 26.09.
 Corrected and supplemental tax bills due to correction of tax roll, see Sec. 26.15(e) & (f).
 Corrected tax bills because of successful rollback, see Sec. 26.07.
 Statement of additional taxes due on agricultural, timber or recreational lands, see Secs. 23.46, 23.55, 23.76, 23.86, & 23.9807.
 Prorating taxes for loss of exemption, see Sec. 26.10.
 Prorating taxes for acquisition by government, see Sec. 26.11.
 Prorating taxes for acquisition by charitable organization, see Sec. 26.111.
 Prorating taxes for qualification for over-65 homestead exemptions, see Sec. 26.112.
 Prorating taxes for acquisition by nonprofit organization, see Sec. 26.113.
 Tax bills for units created during tax year, see Sec. 26.12.
 Delinquency date determined when tax bill is mailed, see Sec. 31.04.
 Refund of taxes, see Sec. 31.11.
 Split payment of taxes, see Sec. 31.03.
 Corrected and supplemental bills based on final determination of an appeal, see Sec. 42.42.

Notes:

Where bank paid taxes on its stock value under mistaken belief that tax was legal, bank could not recover refund under this section because the payment was neither erroneous nor an overpayment. The refund is barred under the voluntary payment rule. *First Bank of Deer Park v. Deer Park Independent School District*, 770 S.W.2d 849 (Tex. App.—Texarkana 1989).

Where school board refused to waive penalties and interest, taxpayer had no claim for refund under Sec. 31.01. Even if penalty and interest were illegally assessed, the voluntary payment rule barred right to refund. *Sheldon v. Jasper Independent School District*, 768 S.W.2d 884 (Tex. App.—Beaumont 1989).

Assessing taxes in dollars does not deprive a taxpayer of due process. *Barclay v. Ochiltree Appraisal Review Board*, 730 S.W.2d 878 (Tex. App.—Amarillo 1987, no writ).

Description of property in tax assessments must furnish within itself, or by reference to some other existing writing, means or data by which particular land may be identified with reasonable certainty. *Hart v. Northside Independent School District*, 498 S.W.2d 459 (Tex. Civ. App.—San Antonio 1973, writ ref'd n.r.e.).

The tax collector has no authority to collect the tax before he has obtained the proper assessment rolls and if he collects tax before the time set by law and fails to turn the taxes over, the taxpayer may still be liable. *Orange County v. Texas & N.O.R. Co.*, 80 S.W. 670 (Tex. Civ. App. 1904).

Legislation effective September 1, 1995, expressly authorized car rental companies to disclose registration fees and property taxes to renters as a separate, identified charge. There is no legal prohibition prior to September 1, 1995 against the collection of a reimbursement charge by car rental companies. Tex. Att'y Gen. LO-97-013 (1997).

Consistent with the common law of agency, a state chartered savings and loan association or other mortgage lender is the authorized agent entitled to receive the original tax bill from the taxing unit when the deed of trust places the responsibility for paying the property taxes on the mortgage lender. Op. Tex. Att'y Gen. No. MW-503 (1982).

The State Property Tax Board may adopt a rule authorizing the county tax assessor-collector to defer assessing and collecting the state ad valorem tax until it amounts to five dollars per unit of property. Op. Tex. Att'y Gen. No. MW-147, (1980). (Note: The state ad valorem tax has been repealed.)

Sec. 31.015. Transferred to Section 33.011 in 1996.

Added by 1993 Tex. Laws, p. 326, ch. 171, Sec. 1; transferred by 1995 Tex. Laws, p. 3376, ch. 579, Sec. 11.

Sec. 31.02. Delinquency Date.

- (a) Except as provided by Subsection (b) of this section and by Sections 31.03 and 31.04 of this code, taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed.
- (b) An eligible person serving on active duty in any branch of the United States armed forces during hostilities in the Persian Gulf may pay delinquent property taxes on property in which the person

owns any interest without penalty or interest no later than the 60th day after:

- (1) the person is discharged from active military service;
 - (2) the person returns to the state for more than 10 days;
 - (3) the person returns to non-active duty status in the reserves; or
 - (4) the governor issues a proclamation that hostilities in the Persian Gulf have ended.
- (c) "Eligible person" means a person on active military duty in this state on or before September 1, 1990, who was transferred out of this state as a result of hostilities in the Persian Gulf or a person in the reserve forces who was placed on active military duty on or after September 1, 1990, and who was transferred out of this state as a result of hostilities in the Persian Gulf.
 - (d) A person eligible under Subsection (b) or any co-owner of property that is owned by an eligible person may notify the county tax assessor or collector or central appraisal district for the county in which the property is located of the person's eligibility for exemption under Subsection (b). The county tax assessor or collector or central appraisal district shall provide the forms necessary for those individuals giving notice under this subsection. If the notice is timely given, a taxing unit in the county may not bring suit for delinquent taxes for the tax year in which the notice is given. Failure to file a notice does not affect eligibility for the waiver of penalties and interest.
 - (e) On verification that notice was properly filed under Subsection (d), a suit for delinquent taxes must be abated without cost to the defendant. The exemptions provided for under this section shall immediately stop all actions against eligible persons until the person's eligibility expires as provided in Subsection (b).
 - (f) This section applies only to property in which the person eligible for the exemption owned an interest on or before January 1, 1991, or acquired the interest by gift, devise, or inheritance after that date.
 - (g) When the hostilities in the Persian Gulf have ceased, the governor shall issue a proclamation stating that finding.
 - (h) For the purposes of this section, "hostilities in the Persian Gulf" refers to the military action of the United States taken to enforce

for another taxing unit, it also shall perform the functions for all taxing units for which the other unit previously performed those functions pursuant to law or intergovernmental contract.

- (i) If functions are consolidated by an election, a taxing unit may not terminate the consolidation within two years after the date of the consolidation.
- (j) An appraisal district may not be required by an election to assess, collect, or assess and collect taxes on property outside the district's boundaries. A taxing unit may not be required by an election to assess, collect, or assess and collect taxes on property outside the boundaries of the appraisal district that appraises property for the unit.

Amended by 1981 Tex. Laws (1st C.S.), p. 125, ch. 13, Sec. 25; amended by 1983 Tex. Laws, p. 4612, ch. 785, Sec. 1.

Notes:

Sec. 6.26 violates art. III, Sec. 64(a), Texas Constitution. *City of Weatherford v. Parker County*, 794 S.W.2d 33 (Tex. 1990).

The elected county tax assessor-collector is not constitutionally required to appraise property within an appraisal district. Article VIII, Sec. 18, Tex. Const., separates appraisal from the assessing function of the county tax assessor-collector, and directs the legislature to provide for a single appraisal within each county. The appraisal districts are charged with responsibility for appraising taxable property. *Wilson v. Galveston County Appraisal District*, 713 S.W.2d 98 (Tex. 1986).

The county tax assessor-collector's constitutional duties to assess and collect taxes may not be taken away by an election under Sec. 6.26. The part of Sec. 6.26 that allows voters by election to remove the assessment or collection, or both, of county taxes from the county assessor is unconstitutional. The county may contract for assistance for the county assessor under Sec. 6.24. *Op. Tex. Att'y Gen. No. JM-833* (1987).

Sec. 6.26 does not authorize an election to consolidate appraisal functions. The term "assessment" does not include the activity of valuing property. A petition calling for consolidation of appraisal functions is not in compliance with this section, and therefore not valid. *Op. Tex. Att'y Gen. No. JM 747* (1987).

Sec. 6.27. Compensation For Assessment and Collection.

- (a) Repealed in 1983.
- (b) The county assessor-collector is entitled to a reasonable fee, which may not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit pursuant to Subdivisions (1) through (3) of Subsection (a) of Section 6.23 of this code.
- (c) The assessor or collector for a taxing unit other than a county is entitled to reasonable compensation, which may not exceed the

actual costs incurred, for assessing or collecting taxes for a taxing unit pursuant to Subsection (b) of Section 6.23 of this code.

Amended by 1981 Tex. Laws (1st C.S.), p. 125, ch. 13, Sec. 26; amended by 1983 Tex. Laws, p. 4829, ch. 851, Sec. 28.

Cross References:

Determination of assessor-collector, see Secs. 6.21 & 6.22.

Assessor-collector's duties, see Sec. 6.23.

County tax assessor and collector, see art. VIII, Sec. 16, Tex. Const.

Notes:

Tax Code Section 31.08(a) neither requires nor permits the appraisal district's chief appraiser to retain tax certificate fees. An appraisal district is not a taxing unit because it is not authorized to impose and is not imposing property taxes. An appraisal district authorized to collect taxes for taxing units by contract does not transform the district into a taxing unit — it does not have the authority to impose taxes but rather merely to collect them. Because Section 31.08 refers to the treasury of the taxing unit, the chief appraiser deposits the tax certificate fees to the treasury of the taxing unit or units for which the appraisal district collects. A taxing unit that contracts to have the appraisal district collect property taxes may compensate the district in part with tax certificate fees. The contract must clearly express that intent. *Tex. Att'y Gen. LO-97-041* (1997).

"Actual costs" under this section refers to the costs that the collecting unit incurs over and above those it would incur if it were not collecting for another unit. *Op. Tex. Att'y Gen. No. JM-996* (1988).

A county is entitled to a reasonable fee, not to exceed actual costs incurred, for those junior college districts, other than joint county junior college districts, for which it assesses and collects taxes. A county that assesses and collects taxes for a joint county junior college district shall receive compensation in an amount agreed upon between the parties, but not to exceed two percent of the ad valorem taxes assessed. *Op. Tex. Att'y Gen. No. JM-655* (1987).

Sec. 6.275. Release of Assessor and Collector from Liability.

A county assessor-collector is not personally liable for the loss of public funds in the custody of the assessor-collector or the assessor-collector's office if a district court enters a declaratory judgment that the loss is due to a reason other than the negligence or misconduct of the assessor-collector.

Added by 1987 Tex. Laws, 2nd C.S., ch. 37, Sec. 1.

Notes:

Section 6.275 provides the exclusive method for relieving the county tax assessor-collector of personal responsibility for loss of funds in his custody or the custody of his office. The assessor-collector is not required to prepay any shortfall pending the determination of the district court regarding negligence or misconduct. *Op. Tex. Att'y Gen. No. JM-1055* (1989).

Sec. 6.28. Bonds for State and County Taxes.

- (a) Before beginning to perform the duties of office, a person elected or appointed as county assessor-collector must give bonds to the state and to the county, conditioned on the faithful performance of the person's duties as assessor-collector.
- (b) The bond for state taxes must be payable to the governor and his successors in office in an amount equal to five percent of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given, except that the amount of bond may not be less than \$2,500 or more than \$100,000. To be effective, the bond must be approved by the commissioners court and the state comptroller of public accounts.
- (c) The bond for county taxes must be payable to the commissioners court in an amount equal to 10 percent of the total amount of county taxes imposed in the preceding tax year, except that the amount of the bond may not be more than \$100,000. To be effective, the bond must be approved by the commissioners court.
- (d) The state comptroller of public accounts or the commissioners court may require a new bond for state taxes at any time. The commissioners court may require a new bond for county taxes at any time. However, the total amount of state bonds or county bonds required of an assessor-collector may not exceed \$100,000 at one time. The commissioners court shall suspend the assessor-collector from office and begin removal proceedings if he fails to give new bond within a reasonable time after demand.
- (e) The assessor-collector's official oath and bonds for state and county taxes shall be recorded in the office of the county clerk, and the county judge shall submit the bond for state taxes to the state comptroller of public accounts.
- (f) A county shall pay a reasonable premium for the assessor-collector's bonds for state and county taxes out of the county general revenue fund on presentation to the commissioners court of a bill for the premium authenticated as required by law for other claims against the county. A court of competent jurisdiction may determine the reasonableness of any amount claimed as premium.

Amended by 1981 Tex. Laws (1st C.S.), p. 126, ch. 13, Sec. 27; amended by 1983 Tex. Laws, p. 4820, ch. 851, Sec. 3; amended by 1999 Tex. Laws, p. 3963, ch. 1097, Sec. 1.

Cross References:

Determination of county assessor-collector, see Sec. 6.21.
Duties of assessor and collector, see Sec. 6.23.

Notes:

The 1999 amendments to Section 6.28(a) apply to a county assessor-collector who is elected or appointed on or after the effective date of the amendment.

Sec. 6.29. Bonds for Other Taxes.

- (a) A taxing unit, other than a county, that has its own collector shall require him to give bond conditioned on the faithful performance of his duties. To be effective, the bond must be made payable to and must be approved by the governing body of the unit in an amount determined by the governing body. The governing body may require a new bond at any time, and failure to give new bond within a reasonable time after demand is a ground for removal from office. The governing body may prescribe additional requirements for the bond.
- (b) A taxing unit whose taxes are collected by the collector for another taxing unit, by an officer or employee of another taxing unit or of an appraisal district, or by any other person other than the unit's own collector may require that collector, officer, employee, or other person to give bond conditioned on the faithful performance of his duties. To be effective, the bond must be made payable to and must be approved by and paid for by the governing body of the unit requiring bond in an amount determined by the governing body. The governing body may prescribe additional requirements for the bond.
- (c) A taxing unit shall pay the premium for a bond required pursuant to this section from its general fund or as provided by intergovernmental contract.

Amended by 1987 Tex. Laws, ch. 125, Sec. 1.

Cross References:

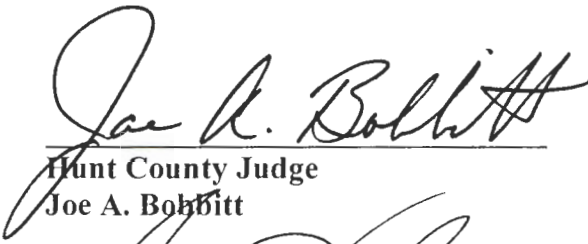
Assessor and collector for taxing unit other than county, see Sec. 6.22.
Intergovernmental contract under Interlocal Cooperation Act, see Sec. 6.24.

Sec. 6.30. Attorneys Representing Taxing Units.

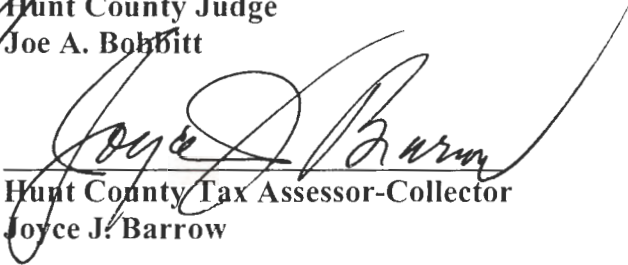
- (a) The county attorney or, if there is no county attorney, the district attorney shall represent the county to enforce the collection of delinquent taxes if the commissioners court does not contract with a private attorney as provided by Subsection (c) of this section.

Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by both parties.

APPROVED:
COUNTY OF HUNT



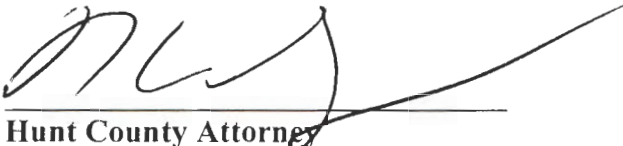
Hunt County Judge
Joe A. Bobbitt



Hunt County Tax Assessor-Collector
Joyce J. Barrow

(Taxing Unit)

APPROVED AS TO FORM



Hunt County Attorney
Keith Willeford

City Attorney

Tax Consolidation Contract
Taxing Unit _____
Date _____



HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

TAX ASSESSOR-COLLECTOR

JOYCE J. BARROW

(903) 408-4000

FAX (903) 455-3202

E-MAIL: hctax@koyote.com

July 14, 2003

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
03 JUL 16 PM 1:09
BY: *[Signature]*
DEPUTY

TO: Taxing Entities

FROM: Joyce J. Barrow

SUBJECT: Preliminary Charge for Collection Service. Current Parcels provided by the HCAD.
Hunt County Tax Office – Budget Year 2003-2004

	<u>PARCEL COUNT</u>	<u>PER PARCEL</u>	<u>AMOUNT</u>
City of Caddo Mills	735	1.0248	754
City of Campbell	563	1.0248	577
City of Celeste	608	1.0248	623
City of Commerce	3,515	1.0248	3,603
City of Greenville	13,272	1.0248	13,602
City of Hawk Cove	1,172	1.0248	1,201
City of Lone Oak	455	1.0248	467
City of Quinlan	1,092	1.0248	1,119
City of West Tawakoni	1,819	1.0248	1,865
City of Wolfe City	936	1.0248	960
Bland ISD	2,511	1.0248	2,574
Boles ISD	431	1.0248	442
Caddo Mills ISD	3,818	1.0248	3,913
Campbell ISD	2,044	1.0248	2,095
Celeste ISD	2,231	1.0248	2,287
Commerce ISD	6,496	1.0248	6,658
Cumby ISD	236	1.0248	242
Greenville ISD	17,757	1.0248	18,198
Lone Oak ISD	4,397	1.0248	4,506
Quinlan ISD	18,438	1.0248	18,896
Wolfe City ISD	2,783	1.0248	2,852
Hunt Memorial Hospital	63,103	1.0248	64,668
TOTAL			152,102



HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

TAX ASSESSOR-COLLECTOR
JOYCE J. BARROW
(903) 408-4000
FAX (903) 455-3202
E-MAIL: hctax@koyote.com

COMMERCIAL ACH SERVICE

COMMERCIAL ACH SERVICE AS PER CHARGED BY OUR BANK
DEPOSITORY BANK ONE.

MONTHLY MAINTENANCE - \$30.00 X 12 MONTHS =	\$360.00
DAILY CHARGES \$10.25 X 3 DAYS WEEK = \$57.75 X 4 =	
\$77.00 X 12 =	\$924.00
ONE TIME ACH SET UP FEE \$100.00 X 22 TAX ENTITIES =	<u>\$2,200.00</u>
TOTAL	\$3,484.00



HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

TAX ASSESSOR-COLLECTOR

JOYCE J. BARROW

(903) 408-4000

FAX (903) 455-3202

E-MAIL: hctax@koyote.com

HUNT COUNTY TAX OFFICE BUDGET 2003-2004 COLLECTION DEPARTMENT FOR JURISDICTIONS

This budget is to be shared by 22 taxing jurisdictions. Current parcels count is provided by the Hunt County Appraisal District. This budget also includes price per parcel of approximately 148,412 delinquent accounts.

BUDGETED EXPENDITURES

PAYROLL

	REQUESTED
#6113 Supplement Bookkeepers Salary	6,000
#6113 1 Additional Employee	18,000
#6113 Director of Special Collections, Research & Resale Properties	29,409

SERVICES

#6114 Hourly Employees	18,000
#6271 Telephone	-0-
#6288 Security (Camera & Alarm System)	-0-
#6399 Operating Supplies	14,500
#6492 Schools, Training	1,000
#6491 Dues, Membership	1,000
#6713 Preparing tax rolls, current & delinquent . Preparing and mailing tax statements, current and delinquent	10,000
#6714 Computer Service: Maintenance of Software Internet, & E-Mail Service	50,713
ACH Wire Transfers	3,484

GRAND TOTAL

152,106

July 14, 2003

Boys & Girls Club of Northeast Texas
Smart Moves Delinquency Program
Hunt County Juvenile Detention Center
May, 2003 – June 2003

8793

FILED FOR RECORD
at 4 o'clock P M

JUL 14 2003

LINDA BROOKS
County Clerk, Hunt County, Tex.
By *[Signature]*

30 Sessions – 72 Unduplicated Youth Served

Cities Served: Greenville, Terrell, Paris, Mt. Pleasant, Quinlan, Sulphur Springs, Sherman, Caddo Mills

Objective: To help them understand the importance of positive character qualities and the part each quality plays in their life and future. To teach youth the value of their attitude which determines their response to life daily.

Discussion: 1) Character Qualities, 2) Job application, 3) Life in response to time, 4) Time and it being a persons most important commodity in life, 5) Importance of school and talents, 6) Attitude at home, school, hanging out...

Age	Black Male	White Male	Hispanic Male	White Female	Black Female	Hispanic Female
9		1				
10						
11				1		
12		3				
13	3	5	2	1		
14	2	6		1		
15	2	19	3	2	1	
16	3	9	4	2		
17		1		1		
18						
19						

10 - Black Males
44 - White Males
9 - Hispanic Males
8 - White Females
1 - Black Female

- Violations against youth were: Assault (against parents, teachers and officers), car theft and drugs.
- The majority of these youth have problems with authority
- Approximately 20% of these youth were sent to TYC, Boot Camp or Rehab
- Due to a shortage of funding many of the youth are being released from boot camp back to parents if the parents will take them. Many of these youth really have no place to go after their release.
- Approximately 4 youth were repeat juveniles from prior sessions.



(903) 408-4195

HUNT COUNTY COMMISSIONERS

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

#8805

FILED FOR RECORD
at 4 o'clock P M

JUL 14 2003

July 14, 2003
Commissioner's Court

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

I, Phillip Martin, make a motion that the Commissioner Court honor section 713.028 of the Texas Health and Safety Code and from this time foreword that it be the policy of the Commissioner's Court of Hunt County to authorize the use of county resources under this statute to each Commissioner of every commissioner's precinct in Hunt County with the understanding that each and every Commissioner stay within the guide lines of the laws and it interpretation.