

11,636

Engineering Contract

167 A

PART I - AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2010, by and between the COUNTY OF HUNT on behalf of Hickory Creek Special Utility District, hereinafter called the "County", acting herein by JOHN L. HORN, COUNTY JUDGE hereunto duly authorized, and DANIEL & BROWN INC. hereinafter called "Firm", acting herein by EDDY DANIEL, P.E.

WITNESSETH THAT:

WHEREAS, the County of Hunt on behalf of Hickory Creek Special Utility District desires to implement Water System Improvements under the general direction of the Texas Community Development Block Grant Program - Small Towns Environment Program Fund; and Whereas the County desires to engage Daniel & Brown Inc. to render certain services in connection with its Water System Improvements.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. Time of Performance - The services of Daniel & Brown Inc. shall commence on June 2010. In any event, all of the services required and performed hereunder shall be completed no later than June 2012.
3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Daniel & Brown Inc. by the County and its agencies. No charge will be made to Daniel & Brown Inc. for such information and the County and its agencies will cooperate with Daniel & Brown Inc. in every way possible to facilitate the performance of the work described in the contract.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$30,000.00. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
5. Indemnification - Daniel & Brown Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.
 - b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and heir respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

COUNTY OF HUNT

FIRM: DANIEL & BROWN INC.

BY:

John L. Horn - County Judge

BY:

Eddy W. Daniel, P.E.

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

FILED FOR RECORD
at _____ o'clock _____ M

DEC 7 2010

LINDA BROOKS
County Clerk, Collin County, Tex.
By _____

SAMPLE

PART II

PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TX CDBG project and, if applicable, furnish to the Locality:
 - Name and address of property owners;
 - Legal description of parcels to be acquired;
 - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
6. Prepare bid packet/contract documents/advertisement for bids.
7. Make 10-day call to confirm prevailing wage decision issued by TDRA.
8. Incorporate any and all wage rate modifications or supersede as via bid addendum (if applicable).
9. Conduct bid opening and prepare minutes.
10. Tabulate, analyze, and review bids for completeness and accuracy.
11. Accomplish construction Contractor eligibility verification.
12. Conduct pre-construction conference and prepare copy of report/minutes.
13. Issue Start of Construction Notice to TDRA and Notice to Proceed to construction contractor.
14. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
15. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
16. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TDRA approval.
17. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
18. Consult with and advise the Locality during construction; issue to contractors all instructions requested by the Locality; and prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Locality and the project engineer and submit to TDRA for approval prior to execution with the construction contractor.

19. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
20. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
21. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Locality and approval by TDRA, unless State or local law provides otherwise.
22. Prepare Certificate of Construction Completion and Clean Lien Certificate.
23. Conduct interim/final inspections.
24. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "as built" plans.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDRA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - Executive Order 11246 - Equal Employment Opportunity.
 - Copeland Anti-Kickback Act.
 - (in excess of \$2,000) - Davis-Bacon Act
 - (in excess of \$2,000) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act.

- a provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - Section 3 of the Housing and Urban Development Act of 1969.
 - Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, TDRA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
 10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

SAMPLE**PART III****PAYMENT SCHEDULE****PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

County shall reimburse Daniel & Brown Inc. for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by Locality.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	45%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking	5%
• Completion of Final Closeout Assessment and submittal of "As Builts" to Locality.	5%
• Completion of final inspection and acceptance by the Locality.	5%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Engineering/Architectural Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule:

(List all applicable services to include overhead charge).

Registered Surveyor	\$ 80.00
Survey Crew (3 members)	\$ 105.00
Project Engineer	\$ 120.00
Engineering Technician	\$ 55.00
Project Representative	\$ 45.00
Draftsman	\$ 45.00

The fee for all other Special Services shall not exceed a total of Five Thousand Five Hundred and No/100 Dollars (\$ 5,000.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of N/A.
2. The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a N/A.
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Firm, and the County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the County from the Firm is determined.

2. Termination for Convenience of the County. The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Firm from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
6. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
 - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Office issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Office issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

11, 639

City-County Plat Approval Agreement
(Farmersville – Hunt County)

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT COUNTY
10 AUG 24 AM 11:56
DEPUTY [Signature]

This City-County Plat Approval Agreement ("Agreement") is entered into by and between the County of Hunt, Texas ("County") and the City of Farmersville, Texas ("City"), in accordance with the provisions of House Bill 1445 ("H.B. 1445"), passed by the 77th Legislature of the State of Texas, and is to witness the following:

WHEREAS, County is operating under Sections 232.001 through 232.005 of the Texas Local Government Code; and

WHEREAS, County does not contain extra-territorial jurisdiction of a municipality with a population of 1.9 million or more and, is not within fifty miles of an international border and is not subject to Subchapter C, Chapter 232; and

WHEREAS, City is a Type A General Law City situated in Collin County, Texas; and

WHEREAS, City recently annexed land into its corporate limits that extends to and abuts the Hunt County/Collin County line; and

WHEREAS, City now has extraterritorial jurisdiction ("ETJ") under the provision of Chapter 42 of the Texas Local Government Code that extends into and is situated within Hunt County; and

WHEREAS, House Bill 1445, effective September 1 2001, as Section 242.001, Local Government Code, was enacted to require City and County to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City;

NOW, THEREFORE, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. *City Granted Exclusive Jurisdiction.* The parties agree that City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all development and construction related permits in its ETJ in accordance with Chapter 212 of the Local Government Code, its adopted Subdivision Regulations and other applicable codes and ordinances to the full extent allowed by Texas law, and County shall no longer exercise any of these functions in the City's ETJ.
2. *One Office for Plat Applications, Fee Payments and Responses.* Pursuant to this Agreement, the City Secretary or his/her designee is authorized to accept plat applications for tracts of land located in the ETJ of the City, to collect plat application fees established by law, and provide applicants one response

indicating approval or denial of the plat application by the appropriate approving authority.

3. *Consolidated Regulations.* That the Subdivision Regulations of the City are hereby established as a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Texas Local Government Code, and will be enforced in the ETJ of the City.
4. *Areas Outside ETJ.* In an unincorporated area outside the ETJ of the City, the City may not regulate subdivisions or approve the filing of plats, and the County retains jurisdiction to do so. Should the City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction. City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve development and construction related permits in its ETJ, and the County shall continue to have jurisdiction of areas outside the City's ETJ.
5. *Costs.* All costs involved with the approval of subdivision plats in the City's ETJ under this Agreement shall be borne by the City and payable out of current revenues available to it. All fees collected by the City shall be and remain the property of the City.
6. *Periodic Review.* This Agreement may be reviewed periodically and revised to address changed circumstances. This Agreement may only be modified or amended by a subsequent Agreement in writing between the same parties and signed by the parties.

Miscellaneous Provisions.

7. This Agreement shall not constitute an Agreement for the provision of governmental functions or services by either party for the other, except for the specific subject matter set forth herein.
8. All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:

City of Farmersville
 Attn: City Manager
 205 South Main
 Farmersville, Texas 75442

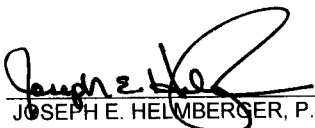
Hunt County
 Attn: County Judge
 2507 Lee Street, 2nd Floor
 Greenville, Texas 75401

- 9. In the event any section, subsection, paragraph, sentence, phrase or word of this Agreement shall be held invalid, illegal, or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.
- 10. This Agreement shall be construed under the laws of the State of Texas. Venue for any action between City and County under this Agreement shall be the State District Courts of Hunt County, Texas. Venue for all other actions shall be the State District Courts of Collin County, Texas. This Agreement is performable in Collin County, Texas.
- 11. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12. This Agreement embodies the complete agreement of the parties hereto, superseding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereof.
- 13. All recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.
- 14. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.
- 15. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties. The City and County are not entering into a joint enterprise.
- 16. All rights, orders, approvals, permits and legal or administrative proceedings, with regard to a subdivision plat or property in the ETJ of the City in existence at the effective date of this Agreement shall continue until consummation.

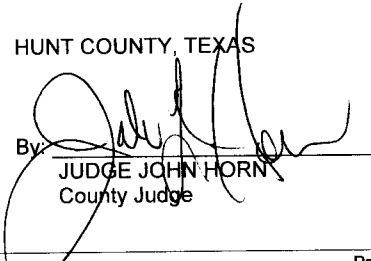
This Agreement shall become effective on the 23 day of August, 2010.

CITY OF FARMERSVILLE, TEXAS

HUNT COUNTY, TEXAS

By: 

 JOSEPH E. HELMBERGER, P.E.
 Mayor

By: 

 JUDGE JOHN HORN
 County Judge

ATTEST:

Edie Sims
EDIE SIMS, City Secretary

Date: 8-10-10

ATTEST:

Linda Brooks
LINDA BROOKS, County Clerk

Date: 8-23-10

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED AS TO FORM:

County Attorney



172/641

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR SOLID WASTE IMPLEMENTATION GRANT PROJECT**

This Interlocal Agreement is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality nor the State of Texas is a party to this Agreement.

CONTRACTING PARTIES:

The Funding Agency: **North Central Texas Council of Governments**
Herein referred to as **"NCTCOG"**

Funds Recipient: **Hunt County**
Herein referred to as **"FUNDS RECIPIENT"**

II. SERVICES TO BE PERFORMED:

For the **Local Environmental Enforcement Program** the FUNDS RECIPIENT shall complete all work as specified or indicated in "Attachment A - Work Program and Schedule of Deliverables of FUNDS RECIPIENT".

III. FUNDING AMOUNT:

The funding amount under this Interlocal Agreement is a minimum of: **\$ 46,925 (Forty-six thousand nine hundred twenty-five dollars)**. The budget details are in Attachment C.

IV. TERM OF CONTRACT:

This Interlocal Agreement is effective **September 1, 2010** and shall terminate **June 30, 2011**. This Interlocal Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate funds necessary to perform this agreement.

This Interlocal Agreement must be signed and executed **forty-five (45) days** from the effective date stated above.

In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and "FUNDS RECIPIENT has no further duty to perform under terms of this agreement.

V. ADDITIONAL CONTRACT PROVISIONS:

See Attachment C - Schedule for Reimbursement and Reporting, Attachment D - Special Provisions, and Attachment E - General Provisions.

VI. ENTIRE CONTRACT:

This Interlocal Agreement, including all Attachments, represents the entire contract between the contracting parties. Any changes or modifications to this Interlocal Agreement must be in writing. Funds for this subcontract are currently available from the Texas Solid Waste Disposal and Transportation Revenue Fee, as proscribed in Texas Health and Safety Code Chapter 361.014. Due to demands upon the source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code Chapter 361.014(d), will be depleted or reduced prior to completion of this Interlocal Agreement. The parties agree that all funding arranged under this Interlocal Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

The NCTCOG has certified, and the FUNDS RECIPIENT certifies that each has the authority to perform the services contracted for by authority granted in "the Regional Planning Act of 1965," Texas Local Government Code, Chapter 391 and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

FILED FOR RECORD
LINDA BRIDGES
COUNTY CLERK HUNT CO. TX
AUG 24 AM 11:55
172/641

Grant Project Number 11-04-G11 (Hunt County Local Environmental Enforcement Program)

COUNCIL OF GOVERNMENTS

North Central Texas Council of Governments

Funding agency

Signature

Mike Eastland
Name

Executive Director
Title

Date

PROJECT FUNDS RECIPIENT

Hunt County, Texas

Local Government


Signature

John L. Hoban
Name

Hunt County Supervisor
Title

8-18-2010
Date



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APPENDICES:

- PROJECT REPORT FORMS
- FINANCIAL REIMBURSEMENT FORMS
- Example of a RELEASE OF CLAIMS

Attachment A. Work Program and Schedule of Deliverables

Tasks:

- 1) Execution of the Interlocal Agreement with NCTCOG – August 2010
- 2) Initiate bid and acquisition processes – September 2010
 - Request bids for the ¾ ton, 4x4, crew cab pickup, and purchase it.
 - Request bids for the requested trailer, and purchase it.
- 3) Design (or adapt) printed materials for educational and informational outreach – October to December 2010
 - Purchase the designed (or adapted) printed materials for educational or informational outreach.
- 4) Initiate regular, periodic Public Service Announcements in print and electronic media, to include but not limited to the Hunt County website and other media – Ongoing
- 5) Quarterly Status Reports on the progress of the grant project - every three months
 - Track the number of education events, number of cooperative community solid waste litter collections, number of criminal cases and/or citations issued, and any interagency cooperation/consultation/education.
- 6) All expenditures and activities completed – June 30, 2011
- 7) Final reporting, reimbursement request and Release of All Claims due to NCTCOG – July 29, 2011.

Attachment B. Schedules for Requests for Reimbursement and Quarterly Status Reports

1. REQUESTS FOR REIMBURSEMENT

The FUNDS RECIPIENT must submit a "Request for Reimbursement" at least quarterly (**even if no funds were spent**), but not more frequently than once a month, for reimbursement of actual allowable costs. Requests for Reimbursement may be submitted monthly and are not associated with the Status Report schedule. All Requests for Reimbursement shall be submitted in accordance with the requirements identified in Attachment D, Article 04 "Reimbursement Procedures" of this Interlocal Agreement.

The final Request for Reimbursement must include a Release of Claims as indicated under Attachment E, Article 09, "Release of Claims" of this Interlocal Agreement.

2. STATUS REPORTS

The following represents the reporting schedule for projects funded in fiscal year 2011:

DUE DATES for FY2011 GRANT SUMMARY/RESULTS REPORTS	REPORTING PERIOD
Quarterly Grant Summary/Results Report #1: Due Friday, January 3, 2011	September 1, 2010 through Dec. 31, 2011
Quarterly Grant Summary/Results Report #2: Due Friday, April 1, 2011	January 1, 2011 through March 31, 2011
Final Results Report & Release of Claims Due Friday, August 5, 2011	April 1, 2011 through June 30, 2011
Follow-Up Results Report: Due Friday, August 3, 2012	One (1) year after completion of the project upon NCTCOG request.

Attachment C. Budget and Detailed Cost Sheets

Note: This Budget information is taken directly from the Project Application.

BUDGET ITEM	PROJECT FUNDING AMOUNT	IN-KIND SERVICES	TOTAL PROJECT
1. Personnel/salaries	\$	\$	
2. Fringe benefits	\$	\$	
3. Travel	\$ 1,500.00	\$	1,500.00
4. Supplies	\$		
5. Equipment	\$ 41,654.00	\$	41,654.00
6. Construction	\$	\$	
7. Contractual	\$		
8. Other	\$ 3,771.00	\$ 200.00	3,971.00
Total Indirect Charges (sum of lines 1-8)	\$ 46,925.00	\$ 200.00	\$ 47,125.00
9. Indirect charges	\$	\$	
Total Cost (sum of 1-9)	\$ 46,925.00	\$ 4,200.00	\$ 51,125.00

LIST IN-KIND SERVICES HERE

Other: Vehicle maintenance, fuel and insurance \$4,200.00

DETAILED BUDGET SHEET - Line(s) 1, 2 and/or 9: Personnel/Salaries/Fringe Benefits/Indirect Rate

This budget sheet should be completed if any expenses are entered for Personnel/Salaries on Line 1 of the Project Budget Summary; otherwise omit. \$

In the space below, list the names, and titles of individuals whose salaries are paid for in all or in part from project funds. Also indicate if funds are for a new or existing employee.

If your budget lists fringe benefits (line 2) and indirect costs (line 9), you also must provide the following information:

◆ What is your fringe benefit rate: _____%

◆ What is your indirect charge rate*: _____%

* In accordance with the UGMS, indirect charges may be authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or by a state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

DETAILED BUDGET SHEET - Line 3: Project-Funded Travel

This budget sheet should be completed if any expenses are entered for travel on Line 3 of the Project Budget Summary; otherwise omit. **\$ 1,500.00**

The following is an itemized list of the types of travel expenses expected, identifying the parties and purposes involved. In general, all travel is within the North Central Texas region or within Texas. All proposed travel outside Texas **must** be specifically listed and will need specific approval from the NCTCOG and the TCEQ.

- Travel expenses to training classes \$1,500.00

DETAILED BUDGET SHEET - Line 4: Project-Funded Supplies

This budget sheet should be completed if any expenses are entered for supplies on Line 4 of your Project Budget Summary; otherwise omit. \$ _____

This type of expenditures must generally relate to the routine purchase of office supplies (paper, pencils, staple, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities. (Expenses for food and alcoholic or non-alcoholic beverages are **not** allowable.)

The following is an itemized list of the general types of supplies and their cost that are intended to be purchased with project funding:

<u>Item</u>	<u>Unit Cost</u>	<u>Total Cost</u>
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Grant Project Number 11-04-G11 (Hull County Local Environmental Enforcement Program)

DETAILED BUDGET SHEET - Line 5: **Project-Funded Equipment**

This budget sheet should be completed if any expenses are entered for equipment on Line 5 of the Project Budget Summary; otherwise omit. **\$41,654.00**

Equipment includes all non-construction related, tangible property having a unit acquisition cost of **\$5,000** or more, with an estimated useful life of over one-year. All equipment purchases must be pre-approved by the NCTCOG.

- Ford F-250 Crew 4x4 Diesel Pickup Truck \$41,654.00

DETAILED BUDGET SHEET - Line 6: Project-Funded Construction

This budget sheet should be completed if any expenses are entered for construction on Line 6 of the Project Budget Summary; otherwise omit. \$_____

All construction projects **must** be pre-approved by the NCTCOG. Construction costs include facility design, site preparation, and facility construction. Indicate clearly whether construction services are provided by you (project funds recipient) or through subcontracts for outside services.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- the cost of materials and labor connected to the construction project;
- the cost of equipment attached to the permanent structure; and the cost of planning the project; and,
- any subcontracts, including contracts for services, performed as part of the construction.

All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed.

The following is an itemized list the construction expenses associated with the funded project, with as many specifications as possible:

DETAILED BUDGET SHEET - Line 7: Project-Funded Contractual

This budget sheet should be completed if any expenses are entered for contractual services on Line 7 of the Project Budget Summary; otherwise omit. \$ _____

All contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the project funds recipient other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the contractual expenses associated with the funded project, with as many specifications as possible:

DETAILED BUDGET SHEET -Item 8: Project-Funded Other Expenses

This budget sheet should be completed if any expenses are entered under "other" on Line 8 of the Project Budget Summary; otherwise omit.

"Other" expenses are those for items or services that do not readily fit into any of the previous budget categories.

The following is an itemized list of other expenses:

\$ _____	Postage/delivery
\$ _____	Telephone/FAX
\$ _____	Utilities
<u>\$1,500.00</u>	Printing/reproduction
\$ _____	Advertising/public notices
\$ _____	Signage
\$ _____	Training
\$ _____	Office space and equipment rentals
\$ _____	Basic office furnishings (desks, chairs, filing cabinets, etc.)
\$ _____	Books and reference materials
\$ _____	Computer Hardware (under \$5,000 & not listed under equipment category)
\$ _____	Computer Software
<u>\$2,271.00</u>	Miscellaneous other expenses (Separately itemize these expenses below)

- 16 ft. tandem axis utility trailer \$ 2,271.00

<u>\$ 3,771.00</u>	TOTAL "other" expenses, equal to the amount entered on Line 8 of the budget summary.
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Attachment D. Special Provisions

Article 01: Purpose of the Interlocal Agreement

The purpose of this Interlocal Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste fee revenue funds in support of local and regional solid waste projects consistent with the regional solid waste management plans adopted by the NCTCOG and Texas Commission on Environmental Quality (TCEQ). This Interlocal Agreement is to perform specific tasks identified by NCTCOG's Resource Conservation Council (RCC) among several top-ranked local project proposals during the FY2008 grant funding cycle.

Article 02: Limitations and Reporting Requirements

Pursuant to §391 of the Local Government Code, funds received under this Interlocal Agreement will be expended only subject to the limitations and reporting requirements similar to those set forth in this Article:

- Audit and Reporting Requirements that the FUNDS RECIPIENT annually report to the Governor, §391.0095 of the Local Government Code, and 1 TAC §5.83 and §5.87, Governor's Office Regulations.
- FUNDS RECIPIENT'S Indirect Costs must comply with §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on FUNDS RECIPIENT Travel Cost, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Use of Alcoholic Beverages, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Lobbying and Nepotism, §391.0116 of the Local Government Code, and 1 TAC §5.89, Governor's Office Regulations.
- Salary Administration Provisions and Schedules and Position Classification Schedules, §391.0117 of the Local Government Code, and 1 TAC §5.85, Governor's Office Regulations.
- General Limitations on Expenditures, §6.01 of SB 1, General Appropriations Act, 79th Legislative Session.

Article 03. Financial Obligation

The FUNDS RECIPIENT is responsible for ensuring that expenditure amounts remain within the total budget limits. The FUNDS RECIPIENT must maintain records and documentation materials consistent with the requirements of this Attachment D "Special Provisions," the Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. seq. (collectively, "UGMS"). The FUNDS RECIPIENT must also follow up on any problems identified through its financial monitoring program.

In consideration of full and satisfactory performance hereunder, NCTCOG will be liable to the FUNDS RECIPIENT in an amount equal to the actual costs incurred by the FUNDS RECIPIENT in rendering such performance, subject to the following limitations:

NCTCOG is not liable for expenditures made in violation of Attachment E, Article 24, which outlines supplemental funding standards as defined by the TCEQ. NCTCOG is not liable for any costs incurred by FUNDS RECIPIENT in the performance of this Interlocal Agreement that have not been billed to NCTCOG within **thirty (30) calendar days** following termination of this Interlocal Agreement.

NCTCOG is not liable to the FUNDS RECIPIENT for costs incurred or performance rendered by FUNDS RECIPIENT before commencement of this agreement or after termination of this Interlocal Agreement.

Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Interlocal Agreement, stated guidelines and applicable rules and regulations.

Failure on the part of the FUNDS RECIPIENT to comply with the conditions set forth in this Interlocal Agreement shall be the basis for termination of the Interlocal Agreement and/or the revocation of any unexpended or inappropriately expended funds.

Article 04: Reimbursement Procedures

All payments for approved project expenditures shall be on a cost reimbursement basis only. The NCTCOG reserves the right to withhold or deny payments of funds awarded under this Interlocal Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Interlocal Agreement, until the FUNDS RECIPIENT satisfactorily completes, revises, or corrects such services or reports.

Request for Reimbursement (Summary of Project Expenditures): For expenditures already incurred, the FUNDS RECIPIENT shall submit a request for reimbursement **at least quarterly**, but no more frequently than once per month, by the tenth (10th) calendar day following the end of each month for which expenditures are claimed. The FUNDS RECIPIENT must use the required Summary of Project Expenditures (Form PT-F2), with appropriate itemized lists (Forms PT-F2-A through PT-F2-E) submitted with an original signature.

All requests for reimbursement shall provide sufficient documentation, including:

- copy of purchase order(s),
- copy of invoice(s),
- check number and/or electronic transfer number under which payment was made, and
- information concerning the costs incurred to enable the NCTCOG to ascertain the eligibility of a particular expenditure to enable subsequent audits.

Specific guidelines and requirements are given later in this Attachment D for each category of allowed expenditures, in the Articles labeled "Personnel," "Supplies," "Equipment," "Travel," etc.

The FUNDS RECIPIENT may account for expenses incurred and request reimbursement of outlays under a cash or accrual basis, as defined and authorized by the UGCMA. Under this Interlocal Agreement, an eligible reimbursement cost must have been incurred within the time period indicated on the Summary of Pass-Through Grant Expenditures (Form PT-F2); shall have been already paid; or incurred by the last day of the Interlocal Agreement period of performance.

Payments: Upon review and approval of each Summary of Pass-Through Grant Expenditures, NCTCOG will make payment to FUNDS RECIPIENT, as soon as practicable. The Final Request for Reimbursement must be submitted at the end of the Interlocal Agreement period of performance and must include a Release of Claims.

Article 05. Budget Category Adjustments

The FUNDS RECIPIENT may expend funds in excess of those listed for a particular budget category within the approved budget without requiring a formal amendment to this Interlocal Agreement, if:

The FUNDS RECIPIENT adheres to all other requirements of this Interlocal Agreement, concerning obtaining prior written authorization;

- The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than 5% of the total budget amount.
- Sufficient funds are available in other budget categories to cover the excess expenditures.
- The transfer will maintain or further the scope and objective of the project as funded by this Agreement. NCTCOG will make the final determination if a transfer furthers the scope and objective of a project.
- The FUNDS RECIPIENT notifies the NCTCOG as soon as practical of the deviation from the budget categories.
- Budget category adjustments/changes for Personnel/Salaries, Equipment, Contractual, Construction and Other expenditures must receive prior written authorization from the NCTCOG. In order to receive approval for a budget category adjustment, FUNDS RECIPIENT must complete and submit a **REQUEST FOR BUDGET REVISION** form as well as a memorandum explaining the requested budget revision(s).

Article 06. Project Reporting Requirements

The FUNDS RECIPIENT shall prepare and submit to the NCTCOG, a written progress report concerning performance under this Interlocal Agreement documenting the accomplishments and units of work performed under the Scope of Services of this Agreement. The "Summary/Results Report of Implementation Project" form must be submitted using the forms provided. The "Summary/Results Report of Implementation Project" form will be due to the NCTCOG on the days indicated under the Schedule for Reimbursement and Reporting in Attachment B.

The FUNDS RECIPIENT'S Summary/Results Report of Implementation Project report shall contain adequate descriptions of all project activities performed in order to allow the NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by the NCTCOG and shared with members of the Resource Conservation Council (RCC).

In particular, any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure the NCTCOG that the activities are not prohibited under Attachment E, Article 24 of this Interlocal Agreement. The FUNDS RECIPIENT shall comply with any reasonable request by the NCTCOG for additional information on activities conducted in order for the NCTCOG to adequately monitor the FUNDS RECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Interlocal Agreement.

A Final Report shall be provided in conjunction with the final request for payment under this Interlocal Agreement. In this Final Report, the FUNDS RECIPIENT shall certify, in writing, the satisfactory completion of all activities and deliverables required under this Interlocal Agreement.

Reimbursement payments under this Interlocal Agreement may be withheld by the NCTCOG until such time as any past due progress reports are received. The Final Report shall consist of the same forms used for the Summary/Results Report of Implementation Project form and the supplemental

detailed forms for this project's funding category. The Final Report shall include information on the progress during the last quarter of the project as well as cumulative information from the beginning of the project through its completion.

The FUNDS RECIPIENT also agrees to provide NCTCOG one or more "Follow-up Results" Report(s) documenting the continued impact of this funded project beyond the end date of this agreement. The Follow-up Results Report(s) will be required on a schedule to be provided by NCTCOG, approximately one year after the end of the project funding cycle. The Follow-up Results Report form will be provided by NCTCOG to the FUNDS RECIPIENT later in the funding cycle.

The FUNDS RECIPIENT agrees to provide, throughout the life of the project, additional reports (as requested by the NCTCOG) to document the project's continued results at the culmination of the project.

Timeliness in completing reporting requirements will be monitored by the NCTCOG and reported to the RCC. If the FUNDS RECIPIENT'S is not able to submit a scheduled progress report on time, the FUNDS RECIPIENT must contact the NCTCOG Project Representative for a report extension due date prior to the original submittal date. If the FUNDS RECIPIENT fails to submit the Summary/Results Report of Implementation Project form to NCTCOG's Project Representative upon notice/reminder, this matter will be brought to the attention of NCTCOG's RCC for further resolution. Failure to comply with the requirements of this Article shall constitute a breach of this Interlocal Agreement.

Article 07. Performance Measures

The timeliness of meeting reporting requirements and completion of the original Work Program and Timeline will be monitored by the NCTCOG and reported to the RCC. Performance on reporting requirement information will be considered as an evaluation criteria for future Requests for Applications. As such, the FUNDS RECIPIENT is cautioned to meet all of the reporting requirements as outlined in Attachment B of this Interlocal Agreement. Prior written notification must be provided to NCTCOG in the event that the FUNDS RECIPIENT is unable to comply with the reporting requirements.

Article 08. Identification of the Funding Source

The FUNDS RECIPIENT must acknowledge the financial support of the NCTCOG and the State of Texas whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.

"Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality."

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase "Funded by TCEQ." Consult with the NCTCOG Project Representative to obtain the TCEQ logo and for the proper display.

Article 09. Personnel

In addition to the project funding reimbursement request, all outlays that fall within the "Personnel/Salaries" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT-F2-A. For Personnel/Salaries expenditures, the FUNDS RECIPIENT is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time directly billed to this

Interlocal Agreement. Payments from funds provided under this Interlocal Agreement for accruals such as vacation, sick leave, severance pay, or other accruals are allowed only for time during which the employee was employed and performing work under this Interlocal Agreement.

The FUNDS RECIPIENT employee positions covered in this Interlocal Agreement are listed in Attachment C. The FUNDS RECIPIENT must notify and seek approval from NCTCOG for any changes in personnel whose salaries are funded under this Interlocal Agreement.

Article 10. Travel

Only the employees of the FUNDS RECIPIENT assigned to the project should receive reimbursement for travel expenses. All travel for which expenses are claimed must be in connection with the tasks and activities required under this Interlocal Agreement, and shall be in compliance with the State Travel Regulation and Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code. Except as provided for in this Interlocal Agreement as indicated under Attachment C of the program budget, the FUNDS RECIPIENT shall obtain prior written authorization from the NCTCOG for reimbursement from the travel expense budget category of any travel expenses for persons not employed by the FUNDS RECIPIENT, and for travel by any employee not included in Attachment C of the program budget.

Out-of-state travel should not normally be allowed and will require prior written approval from NCTCOG and TCEQ, prior to the travel event. In order for travel expenses to be reimbursed under the conditions of this Interlocal Agreement, the FUNDS RECIPIENT shall comply with the State Travel Regulations as required by Section 33, Article IX, H.B. 1, and any Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code.

Documentation should, at a minimum, be consistent with the State Travel Regulations and any Restrictions on Travel Cost. The purpose of the travel shall be documented and supported with any of the appropriate records, such as automobile mileage totals for the reporting period (gasoline receipts will not be accepted for privately owned vehicles), actual receipts for hotel accommodations, public transportation receipts, airline receipts, meal receipts, etc. The reimbursement request must include the itemization of travel expenses on Form PT-F2-A. The FUNDS RECIPIENT is not required to submit a daily or incidental mileage log as a part of Form PT-F2-A. However, mileage trip logs documenting amount of miles traveled per day or per trip, the FUNDS RECIPIENT must maintain destination and purpose of trip as part of the FUNDS RECIPIENT'S records. Such mileage logs must be made available upon request by the NCTCOG or the TCEQ.

Article 11. Consumable Supplies

Expenses shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods, which are consumed by the FUNDS RECIPIENT in a relatively short period of time, in the regular performance of the general activities funded under this Interlocal Agreement. FUNDS RECIPIENT is expected to conform to the appropriate bid process for purchases according to the FUNDS RECIPIENT'S own internal policies and procedures.

Non-routine expenditures of goods and materials, not falling under the definition of Supplies, should be charged to the "Other" Expense Category. Supporting documentation shall include whatever is necessary to show that the work was performed and the expense incurred. Supporting documentation for reimbursement must include verification that the cost has been paid by the FUNDS

RECIPIENT, a copy of the purchase order (if issued) and a copy of the invoice. A request for reimbursement for supplies must include itemized expenses on Form PT-F2-D.

Article 12. Equipment

For the purposes of this Interlocal Agreement, equipment is defined as those items with a unit acquisition cost of \$5,000 or greater. All equipment expenses are subject to prior approval by NCTCOG before purchase.

Subject to the obligations and conditions set forth in this Interlocal Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Interlocal Agreement by the FUNDS RECIPIENT will vest upon acquisition or construction.

Subject to the provisions of this Interlocal Agreement and as otherwise provided by State statutes, property acquired or replaced under this Interlocal Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Interlocal Agreement whether or not the original projects or programs continue to be supported by state funds.

The FUNDS RECIPIENT shall not allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the FUNDS RECIPIENT under this Interlocal Agreement.

The use of property acquired under this Interlocal Agreement, both during the term of this Interlocal Agreement and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health & Safety Code Annotated, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

The FUNDS RECIPIENT may develop and use their own property management systems, which must conform to all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the FUNDS RECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the FUNDS RECIPIENT must meet the requirements set forth in this Section.

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

A physical inventory of all equipment acquired or replaced under this Interlocal Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the FUNDS RECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The FUNDS RECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the FUNDS RECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the FUNDS RECIPIENT'S inventory system irrespective of cost, and the following equipment with costs between \$500 and \$5,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations; (5) cellular and portable telephones.; and, (6) computer hardware.

The FUNDS RECIPIENT may for the purpose of replacing property acquired under this Interlocal Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

The FUNDS RECIPIENT agrees that if a determination is made that any property acquired with funds provided under this Interlocal Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ has the right to require disposition of the property by the FUNDS RECIPIENT in accordance with the provisions of this Article.

When during the useful life of property acquired with project funds under this Interlocal Agreement by the FUNDS RECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose the FUNDS RECIPIENT agrees to request disposition instructions from the TCEQ. When property acquired by a FUNDS RECIPIENT with project funds provided by the TCEQ under this Interlocal Agreement is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees that this Interlocal Agreement will require the NCTCOG to request disposition instructions from the FUNDS RECIPIENT or, if the NCTCOG is no longer administering a Regional Solid Waste Implementation Project Program, the TCEQ.

The NCTCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the FUNDS RECIPIENT. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health Safety Code Annotated.

In cases where the FUNDS RECIPIENT fails to take appropriate disposition actions, the TCEQ may direct the NCTCOG to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

Retain title, sell, or otherwise disposed of with no obligation to compensate the TCEQ or, in the case of a FUNDS RECIPIENT. Retain title after compensating the TCEQ or, in the case of a implementation project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

Sell the property and compensate the TCEQ or, in the case of project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided

under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying the TCEQ percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the project is still active, the net proceeds from sale may be offset against the original cost of the property. When the FUNDS RECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

Transfer title to the TCEQ or, in the case of an implementation project funds recipient, the NCTCOG, or to a third-party designated/approved by the TCEQ. If the FUNDS RECIPIENT participated financially in the original purchase of the property, the FUNDS RECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the FUNDS RECIPIENT with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.

A request for reimbursement for equipment must include itemized expenses on Form PT-F2-B.

Article 13. Contractual Expenses

No contractual expenditures are eligible for reimbursement under this Interlocal Agreement, unless such contracts' scope of work has been approved ahead of time, in writing, by the NCTCOG. Any amendments to the FUNDS RECIPIENT'S subcontract authorization for reimbursement under this Interlocal Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Interlocal Agreement, must be approved in writing by the NCTCOG.

Examples of contractual expenses include professional (subcontracted) services. The FUNDS RECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation that the costs incurred for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

All outlays that fall within the "Contractual" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT-F2-B, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order marked "received/paid" and an invoice similarly marked, plus a copy of the check under which payment for the expense was made. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice marked "received/paid" showing the amount billed to the FUNDS RECIPIENT, indicating any "past due" amount from previous invoices and a copy of the check.

Article 14. Construction

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Examples include: facility design, site preparation and facility construction, including slabs, paving, awning, attendant shelters with sanitation facilities, fencing and lighting, containment berms, and electronic data-recording equipment.

The FUNDS RECIPIENT shall obtain and pay for all construction permits and licenses. The FUND RECIPIENT shall also pay all charges of utility owners for connections to the work and for charges associated with capital costs related thereto, such as plant investment fees.

The FUNDS RECIPIENT is expected to conform to the appropriate bidding process according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation to support that the cost incurred were reasonable and necessary. Appropriate costs that may be included are:

- a. The costs of planning the project.
- b. The cost of materials and labor connected to the construction project.
- c. The cost of equipment attached to the permanent structure; and
- d. Any subcontracts (including contracts for services) performed as part of the construction.

All outlays that fall within the "Construction" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT-F2-C, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate supporting documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed. The supporting documentation shall include a copy of the purchase order marked "received/paid", and an invoice similarly marked plus a copy of the check. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice showing the amount billed to the FUNDS RECIPIENT and any "past due" amount from previous invoices marked "received/paid" indicating the check number. In addition, the FUNDS RECIPIENT is subject to all the requirements-related to Title to Equipment and Construction Facilities, as indicated in Attachment D, Article 11.

Article 15. Other Expenses

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Interlocal Agreement, unless approved ahead of time, in writing, by the NCTCOG.

The "Other" expenses as identified in Attachment C of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Contract Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project funds recipient when requesting reimbursement. Some expenses that may be appropriate include:

A Postage/delivery	g. Office Space
b. Telephone/FAX	h. Basic Office Furnishings
c. Utilities	i. Legal Costs
d. Printing/Reproduction	j. Vehicle Maintenance
e. Advertising/Public notices	k. Any others
f. Signage	

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were incurred (a copy of the check), and shall include purchase orders if issued and invoices, or receipts marked "received/paid." Any Request for Reimbursement must include an itemization of the expenses, using Form PT-F2-D.

Article 16. Indirect Expenses

Indirect costs rates under this Interlocal Agreement shall comply with all provisions of §391.0115 of the Texas Local Government Code relating to the restrictions on commission costs, and the FUNDS RECIPIENT shall advise the NCTCOG in writing in the event such compliance will necessitate a reduction or other change to the indirect cost rate(s) set forth in the budget identified under Attachment C.

The Indirect Cost Rate(s) included under Attachment C shall remain in effect subject to formal approval by either a Federal Cognizant Agency, a State Coordinating Agency based on a recent audit performed by an independent auditor, or another funding entity, that specifically examines and reports the indirect cost rate for the FUNDS RECIPIENT accounting period(s) covered under this Interlocal Agreement. The FUNDS RECIPIENT agrees to reimburse the NCTCOG any overpayments received as a result of any final audit finding.

In the event that the FUNDS RECIPIENT'S Federal Cognizant Agency, or State Coordinating Agency approves, prior to the termination date of this Agreement, determines a final audited indirect cost rate which is different from the indirect rate set forth in this Interlocal Agreement, the FUNDS RECIPIENT and the NCTCOG may negotiate a new contract budget and incorporate such into this Interlocal Agreement by way of a contract change. Nothing in this section, or the results of any indirect cost audit or final indirect cost rate approval, shall cause the NCTCOG to owe the FUNDS RECIPIENT more than the FUNDS RECIPIENT amount shown in budget set forth in Attachment C.

Article 17. In-kind Services

In reference to the performance of the FUNDS RECIPIENT under this Interlocal Agreement, In-kind Services shall be for staff or services directly involved with the work related activities as defined in the approved work plan.

In-kind Services as defined in the approved Project Budget will be tracked separately with the understanding that in the event that such services and/or contributions are not provided during the term of this Interlocal Agreement, the NCTCOG may terminate the Interlocal Agreement for non-compliance.

The FUNDS RECIPIENT shall track In-kind Services separately from project funding and shall itemize those costs on the required Form PT-F2-E, which shall be submitted with each Request for Reimbursement (Form PT-F2).

Article 18. Project Contacts

The NCTCOG hereby designates the person in Article 17 of this Attachment as the individual authorized to give direction to the FUNDS RECIPIENT for the purposes of this Interlocal Agreement. The NCTCOG Project Representative shall not be deemed to have authority to bind the NCTCOG in contract unless the NCTCOG's Executive Director has delegated that person to have such authority.

The FUNDS RECIPIENT shall identify as its Project Representative, the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT. The FUNDS RECIPIENT'S Project Representative shall not be deemed to have authority to bind the FUNDS RECIPIENT in contract unless the FUNDS RECIPIENT, in writing, specifically specifies such authority to the NCTCOG.

Either party may change its Project Representative as the need arises. In addition, the Project Representative of either party may further delegate his or her authority if necessary, including any delegation of authority to a new Project Representative. The party making any change in the Project Representative shall provide written notice of the change to the other party.

The NCTCOG hereby designates the individual below as the person to give direction to the FUNDS RECIPIENT as Project Representative of NCTCOG:

Kathleen Graham, Senior Planner
NCTCOG Environment and Development Department
P. O. Box 5888; 616 Six Flags Drive
Arlington, Texas 76005-5888
TEL (817) 695-9217 FAX (817) 695-9191
Email: kgraham@nctcog.org

The FUNDS RECIPIENT hereby designates the individual named below as the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT as the Project Representative:

The FUNDS RECIPIENT designates the following location for record access and review:

(street address)

Attachment E. General Provisions

Article 01. Eligible Project Funding Recipients

Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the NCTCOG for an implementation project:

- Cities;
- Counties;
- Public schools through their school districts and school districts (does not include universities or post secondary educational institutions);
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities; and,
- Councils of Government.

Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive implementation project funding from the NCTCOG. The TCEQ shall provide, on a quarterly basis, the NCTCOG a list of entities for which fee payments are in arrears. The NCTCOG shall allow a potential implementation project applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed to the state. If the potential applicant provides the NCTCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, or waiver of the fee in question, the NCTCOG may consider that applicant to be eligible to receive implementation project funding under this Interlocal Agreement.

Article 02. Responsibilities of the FUNDS RECIPIENT

The FUNDS RECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the FUNDS RECIPIENT under this Interlocal Agreement.

The FUNDS RECIPIENT shall perform such services as may be necessary to accomplish the work required under this Interlocal Agreement, in accordance with the FUNDING AGENCY and contractual requirements and any and all applicable law.

The NCTCOG may require the FUNDS RECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the FUNDS RECIPIENT to ensure that such reports and services fulfill the purposes of this Interlocal Agreement. The FUNDS RECIPIENT shall make the required corrections or revisions without additional cost to the NCTCOG.

Neither the NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Interlocal Agreement or of any cause of action arising out of the performance of this Interlocal Agreement; and the FUNDS RECIPIENT shall be, and remain liable in accordance with applicable law for all damages to the NCTCOG, including reasonable attorney's fees and court costs caused by the FUNDS RECIPIENT'S negligent performance of any of the services furnished under this Interlocal Agreement.

The obligations of the FUNDS RECIPIENT under this Article are in addition to the FUNDS RECIPIENT'S other express or implied assurances under this Interlocal Agreement or applicable law.

Article 03. Oversight of Solid Waste Implementation Project Program

NCTCOG staff, through its designated Project Representative, is responsible for managing the solid waste implementation project program, for negotiating the work scope of services, the budget, and the term of the Interlocal Agreement. NCTCOG staff will review and authorize Requests for Reimbursement; review progress reports and will undertake site visits.

In addition, NCTCOG's Resource Conservation Council (RCC), the regional solid waste advisory committee under the Executive Board, will oversee the comprehensive implementation project program assure compliance with state requirements and achievement of regional objectives. Other oversight duties of the RCC will include arbitration of projects as necessary and review and approval of key contract amendments.

Article 04. Standards for Implementation Projects

The following standards and limitations apply to all implementation project activities funded under this Agreement. The FUNDS RECIPIENT is responsible for ensuring compliance of these standards in the following project categories.

Local Enforcement. This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Examples of categories eligible for funding include equipment such as vehicles, communications equipment, and surveillance equipment as well as program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance. Also eligible for funding is protective gear and supplies and educational materials. Funding limitations specific to this category are set forth in this Section.

Funds may not be provided to any law enforcement agency regulated by Chapter 415, Texas Government Code, unless: (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Standards and Education pursuant to Chapter 415, Texas Government Code; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Source Reduction and Recycling. This category includes projects that provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: facility design and construction; equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks; program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, and training; and, educational materials; printing and advertisement expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.

Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Projects funded under this Interlocal Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

Local Solid Waste Management Plans. This category includes projects to develop and have adopted by the TCEQ a local solid waste management plan, in accordance with Subchapter D, §363 of the Texas Health & Safety Code, as implemented by TCEQ rule, 30 TAC Chapter 330, Subchapter O, or to amend an existing local solid waste management plan that has been adopted by the TCEQ. Funding limitations applicable to this category are set forth in this Section. The local planning area must be consistent with one or a combination of local solid waste management planning sub-regions identified by the NCTCOG in the regional solid waste management plan. Funding provided under this category may not be used for final engineering work, designs, or construction plans. At least one year should be allowed for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.2, TCEQ Regulations. Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the TCEQ Regulations may also be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded.

A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.

Funds may be used for projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funds may also be used for periodic community collection events, held not more frequently than four times per year, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.

Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.

Household Hazardous Waste Management. This category includes projects that provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, recycling and/or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs. Funds may also be used to support Texas Country Cleanup events, conducted in conjunction with the TCEQ. Funding limitations specific to this category are set forth in this Section.

Projects under this category must be coordinated with the TCEQ HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Funds provided under this Interlocal Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes.

Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.

Technical Studies. This category includes projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects under this category may also include research and investigations to determine the location and boundaries of closed municipal solid waste landfills in support of the regional solid waste landfill inventory program. Funding limitations specific to this category are set forth in this Section.

All technical studies shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines provided by the TCEQ.

Funding may not be used for final engineering work, designs, or construction plans.

A landfill or landfiling may be the topic of a technical study only if it is part of an overall, integrated solid waste management system. However, this restriction does not apply to research related to an inventory of closed municipal solid waste landfill sites.

Litter/Illegal Dumping Cleanups and Community Cleanup Events. This category includes ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste, to include lake and river cleanup events conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup Program. Projects included under this category may include general community cleanup events designed to involve the residents and community in periodic cleanup of litter and trash within the community as well as waste removal; disposal or recycling of the removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems is also included. Reuse or recycling options should be considered for managing the materials collected, to the extent feasible. Funding limitations specific to this category are set forth in this Section.

Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.

Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 non-hazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 non-hazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Interlocal Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the NCTCOG may consider withholding at least ten (10) percent of the reimbursements under this Interlocal Agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, are eligible. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. Funding limitations specific to this category are set forth in this Section.

Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

Article 05. Monitoring Requirements

NCTCOG shall conduct periodic analysis of FUNDS RECIPIENT'S performance under this Interlocal Agreement for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Interlocal Agreement or as subsequently amended, are achieved by the FUNDS RECIPIENT.

NCTCOG may periodically monitor the FUNDS RECIPIENT for:

- The degree of compliance with the terms of this Interlocal Agreement, including compliance with applicable rules, regulations, and promulgations referenced herein;
- The administrative and operational effectiveness of the project; and,
- NCTCOG Project Representative must visit the FUNDS RECIPIENT facility and certify in writing that equipment is on site in order for FUNDS RECIPIENT to receive reimbursement for equipment expenditures.

Article 06. Compliance with Applicable Laws

The FUNDS RECIPIENT shall, except as otherwise provided in this Interlocal Agreement, be responsible for giving notices, obtaining any necessary licenses and permits, complying with all provisions of this Interlocal Agreement, including, but not limited to, all applicable State, Municipal and Local laws, ordinances, rules, regulations and order of any public authority, in connection with the work required by this Interlocal Agreement. The main governing standards include, but may not be limited to, the following:

- §361.014. TEX. HEALTH and SAFETY CODE ANN. (as amended by H.B. 3072, 74th Texas Legislature);
- §330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); and
- The Uniform Grant and Contract Management Act, TEX. GOV'T CODE ANN., §§783.001 et. Seq., and the Uniform Grant and Contract Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. seq. (collectively, "UGCMA").

If the FUNDS RECIPIENT or NCTCOG observes that this Interlocal Agreement is at variance in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Interlocal Agreement modification.

Article 07. Uniform Grant and Contract Management Act

The provisions of the Uniform Grant and Contract Management Act ("UGCMA") apply to this Interlocal Agreement to the extent required by law.

Article 08. Accounting Systems

The FUNDS RECIPIENT shall have an accounting system that accounts for costs in accordance with Generally Accepted Accounting Standards or Principles, and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The FUNDS RECIPIENT must account for costs in a manner consistent with such standards or principles.

Article 09. Release of Claims

Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement, and as a condition to final payment/settlement, the FUNDS RECIPIENT shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement.

Article 10. Access/Examination of Records

The FUNDS RECIPIENT shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Interlocal Agreement, including but not limited to, negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the FUNDS RECIPIENT'S office. During the conduct of any such review, audit or inspection, the FUNDS' RECIPIENT'S books, records, and other pertinent documents may, upon prior conference with the FUNDS RECIPIENT, be copied by NCTCOG. All such information shall be handled by the parties in accordance with good business ethics. The FUNDS RECIPIENT shall provide proper facilities for such access and inspection.

The FUNDS RECIPIENT shall also maintain and make available at its designated location the financial information and data used by the FUNDS RECIPIENT or its designee (including independent financial auditors) in the preparation and support of any cost submission or cost (direct and indirect), price or profit analysis for this Interlocal Agreement or any negotiated Sub-Agreement or change order, and a copy of the cost summary shall be submitted to the NCTCOG.

The NCTCOG, or any of its duly authorized auditors or representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, audit or inspection.

The records to be thus maintained and retained by FUNDS RECIPIENT shall include (without limitation):

- personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of FUNDS RECIPIENT'S employees working full or part time on the work, as well as canceled payroll checks or signed receipts for payroll payments in cash;
- invoices for purchases, receiving and issuing documents, and all other unit inventory records for FUNDS RECIPIENT'S stocks or capital items; and
- paid invoices and canceled checks for materials purchased, subcontractor costs, and/or and any other third parties' charges.

Records under section (a) above shall be maintained and made available during the entire period of performance of this Interlocal Agreement and until three (3) years from the date of the final NCTCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

Access to records is not limited to the required retention periods. The authorized representatives designated in Attachment D, Article 17 of this Interlocal Agreement shall have access to records at any reasonable time for as long as the records are maintained. Access to records applies to financial records pertaining to all subagreements and related changes, to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience. The NCTCOG reserves the right to require reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the FUNDS RECIPIENT on work performed under this Interlocal Agreement.

Article 11. Audits

The FUNDS RECIPIENT shall provide assurances that, if funded, the FUNDS RECIPIENT will comply with the Single Audit provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor's Office under §§783.001 et.seq, Texas Government Code, and 1 TAC §§5.141 et.seq, Governor's Office Regulations. Provisions of the Single Audit Circular in Part 1V of the UGMS apply to all recipients of funding under this grant.

Article 12. Insurance and Liability

The FUNDS RECIPIENT understands and agrees that it shall be liable to repay and shall repay upon demand to NCTCOG any amounts determined by NCTCOG, its independent auditors, or any agency of state government any funds which have been paid in violation of the terms of this Interlocal Agreement.

Article 13. Hazardous Substances, Waste Disposal and Manifests

The FUNDS RECIPIENT shall comply with all applicable laws and regulations, including but not limited to, those relating to hazardous substances, waste disposal, and manifests. The FUNDS RECIPIENT shall ensure that the same requirement will be incorporated into sub-agreements and/or subcontracts awarded under the provisions of this Interlocal Agreement.

Article 14. Conflicts of Interest

No employee, officer or agent of the FUNDS RECIPIENT shall participate in selection, or in the award or administration of a contract supported by State funds, if a conflict of interest, real or apparent, would be involved:

- The employee, officer or agent.
- Any member of his immediate family.
- His or her partner.
- An organization which employs, or is about to employ any of the above.

Such a conflict arises when any of the above has a financial or other interest in the subcontractor selected. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontractors. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violation of such standards by the FUNDS RECIPIENT officers, employees, or agents, or by contractors or their agents as specified in the Uniform Grant Management Standards. The FUNDS RECIPIENT shall notify the NCTCOG immediately upon discovery of any potential or actual conflict of interest. The FUNDS RECIPIENT agrees that the NCTCOG and the TCEQ have sole discretion to determine whether a conflict of interest exists and that the NCTCOG may terminate this Interlocal Agreement at any time, on the grounds of actual or apparent conflict of interest.

The FUNDS RECIPIENT shall notify the NCTCOG in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the services in question. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with a personal conflict of interest shall be disqualified from taking part in any way in the performance of any services that created the conflict of interest.

Article 15. Survival of Obligations

All representations, indemnification's, warranties and guarantees made in, required by or given in accordance with this Interlocal Agreement, as well as all continuing obligations indicated in this agreement, will survive final payment, completion and acceptance of the service and termination or completion of the Interlocal Agreement.

Article 16. Contractual Costs

The FUNDS RECIPIENT'S contractual costs must comply with allowable cost requirements. FUND RECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the FUNDS RECIPIENT has no competitive procurement policy, the FUNDS RECIPIENT must generally select contractors by evaluation and

comparison of price, quality of goods or services and past performance. All sub-agreements/subcontracts awarded by the FUNDS RECIPIENT under this Interlocal Agreement shall be in accordance with the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

Article 17. Changes to Interlocal Agreement

A Major Change will include one or more of the following:

- (1) An increase or decrease in the amount of compensation to the FUNDS RECIPIENT;
- (2) An extension or shortening of the term of the Agreement;
- (3) A significant change in the scope of the Agreement or the services to be performed; or
- (4) Any action that is beyond the authority of the Executive Director of the NCTCOG.

Implementation of a Major Change must be preceded by a formal written amendment to the agreement. The amendment must contain a description of the proposed change and shall be signed by persons authorized to bind each party in contract. Any amendment that exceeds the contractual authority of the Executive Director of NCTCOG also requires the consent, at Agenda, of a majority of the NCTCOG Executive Board.

Any proposed change that is not a Major Change may qualify as a Minor Change. A Minor Change shall require the written agreement of both Project Representatives but shall not require a formal amendment to the contract. A copy of the authorization must be retained in the appropriate file of both the FUNDS RECIPIENT and the NCTCOG.

If the FUNDS RECIPIENT requests a Minor Change and the Project Representative does not approve the request as a Minor Change, then the change shall be deemed a Major Change and the FUNDS RECIPIENT may only obtain authorization to proceed by a formal written amendment to this Interlocal Agreement.

Article 18. Severability

All parties agree that should any provision of this Interlocal Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Interlocal Agreement, which shall continue in full force and effect.

Article 19. Intellectual Property

For the purpose of this Article, "intellectual property" refers to:

- Any discovery or invention for which patent rights may be acquired;
- Any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials; and;
- Any other materials for which intellectual property rights may be obtained.

If the FUNDS RECIPIENT first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to the NCTCOG.

The FUNDS RECIPIENT may obtain governmental protection for rights in the intellectual property. However, the NCTCOG hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. The NCTCOG also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or

reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the FUNDS RECIPIENT obtains rights with funds received under this Interlocal Agreement.

In performing work under this Interlocal Agreement, the FUNDS RECIPIENT shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the NCTCOG harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the NCTCOG against, any claims for infringement related to its work under this Agreement.

The FUNDS RECIPIENT expressly acknowledges that persons with visual impairments may not expend state funds in connection with the purchase of an automated information system unless that system meets certain statutory requirements under §2157.005 of the Government Code, relating to accessibility. Accordingly, the FUNDS RECIPIENT represents and warrants to the NCTCOG that the technology provided to the NCTCOG for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating displays, and customizable display appearances.

Article 20. Correspondence

All project related notices, reports and other contractual communications under this Interlocal Agreement shall be sent to the NCTCOG Project Representative as specified under Attachment D, Article 17. All such communications shall be considered duly given if hand delivered; delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested. All such communications shall be deemed given when received, as evidenced by the signed acknowledgment of receipt by the recipient; the confirmation of delivery by the courier service; or the receipt returned by the sender.

Article 21. Data and Publicity

All data and other information developed under this Interlocal Agreement shall be furnished to the NCTCOG and shall be public data and information, with exception to the extent it is exempt from public access by the Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE § 552. Upon termination of this Agreement, all data and information shall become the joint property of the NCTCOG and the FUNDS RECIPIENT.

Article 22. Assignability

This Interlocal Agreement is not transferable or otherwise assignable by the FUNDS RECIPIENT without the written consent of the NCTCOG. Any attempted transfer is void without the written consent of the NCTCOG.

Article 23. Sub-agreements and Subcontracts

All contractual expenditures using funds provided under this Interlocal Agreement shall meet UGMA, and all procurement laws, applicable to the FUNDS RECIPIENT and subcontractor, including the Professional Services Procurement Act. Note that the Common Rule of OMB Circular A-102, as adopted in the UGMA, precludes the use of the cost plus a percentage of cost method of contracting.

Any subcontractor acquired by the FUNDS RECIPIENT in connection with the services covered by this Interlocal Agreement will be limited to such individuals or firms, scope of work, and budget amounts as are specifically (1) identified herein; or as (2) approved by the NCTCOG during the performance of this Interlocal Agreement prior to execution of a contract with the subcontractor. Any substitution in such subcontractor, the scope of work, and budget amounts will be subject to the prior written approval of the NCTCOG.

The FUNDS RECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The FUNDS RECIPIENT shall ensure that all subcontractors comply with Article 10, Access/Examination of Records and all other provisions required by this Interlocal Agreement. The NCTCOG reserves the right to perform an independent audit of all subcontractors.

Funds provided by the NCTCOG pursuant to this Interlocal Agreement that are paid to the subcontractor shall be used by the subcontractor solely to satisfy the purposes of this Interlocal Agreement.

Article 24. Supplemental Funding Standards

In addition to the standards set forth in applicable laws and regulations, the standards outlined below apply to all uses of the funds provided under this Interlocal Agreement including the implementation projects awarded funds by the FUNDS RECIPIENT. Unless authorization is otherwise specifically provided for in or under the terms of this Interlocal Agreement, the use of funds provided under this Interlocal Agreement, to include funds provided for pass-through grants, shall be in accordance with the supplemental funding standards set forth in this Article.

Payment of Fees. Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.

Land Acquisition Costs. Funds provided under this Interlocal Agreement may not be used to acquire land or an interest in land.

Municipal Solid Waste-Related Programs Only. Funds provided under this Interlocal Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.

Programs Solely Related to Collection of Certain Wastes. Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other similar wastes excluded from disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as through the purchase of equipment to shred or split the tires. However, the collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.

Activities Related to the Disposal of Municipal Solid Waste. Except as may be specifically authorized under an eligible project category, funds provided under this Interlocal Agreement may not be used for activities related to the disposal of municipal solid waste.

This restriction includes solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste that is to be disposed of; any landfill-related facilities or activities. This also includes the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizens' collection stations, and small registered transfer stations.

Projects Requiring a TCEQ Permit. Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or the FUNDS RECIPIENT should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

Projects Requiring TCEQ Registration. Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.

Projects that Create a Competitive Advantage Over Private Industry. In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Interlocal Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

Supplanting Existing Funds. Funds provided under this Interlocal Agreement may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the project application, and were funded from a source other than a previous solid waste project, are not eligible for project funding. This provision does not apply to the salaries for staff of the FUNDS RECIPIENT in its conduct of activities under this Interlocal Agreement.

Food/Entertainment Expenses. Funds provided under this Interlocal Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

Use of Alcoholic Beverages. Funds provided under this Interlocal Agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

Funds to Law Enforcement Agencies. Funds provided under this Interlocal Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

Article 25. Americans With Disabilities Act Requirements

The FUNDS RECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph. 1995).

Article 26. Employment Practices

The FUNDS RECIPIENT agrees that in the performance of this Interlocal Agreement, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitle "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The FUND RECIPIENT assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Interlocal Agreement.

Article 27. Statutes Relating to Nondiscrimination

The FUNDS RECIPIENT shall comply with all applicable state and federal statutes relating to nondiscrimination that include, but are not limited to, those listed in the Uniform Grant Management Standards.

Article 28. Utilization of Small, Minority, and Women's Business Enterprises

The FUNDS RECIPIENT agrees that qualified Historically Underutilized Businesses shall have the maximum practicable opportunity to participate in the performance of this Interlocal Agreement.

Article 29. Safety and Protection

Where applicable, the FUNDS RECIPIENT shall be responsible for maintaining and supervising all necessary safety precautions and programs in connection with the work/services performed under this Interlocal Agreement.

Article 30. Energy Efficiency Standards

The FUNDS RECIPIENT is encouraged to follow standards and policies on energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

Article 31. Force Majeure

A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage.

Provided this Interlocal Agreement is still in force, and subject to the conditions below, if a delay or failure of performance by either party results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event if, and to the extent that:

- the delay or failure was beyond the control of the party affected and not due to its fault or negligence; and
- the delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome.

No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the FUNDS RECIPIENT intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

The NCTCOG shall be responsible for costs related to a force majeure event, only if they are incurred by the FUNDS RECIPIENT after the prior written request by the NCTCOG Project Representative, to incur such costs. Neither NCTCOG nor the FUNDS RECIPIENT shall have, and both hereby waive, any claim whatever for any damages resulting from delays caused by force majeure events.

Article 32. Termination of Interlocal Agreement

This Interlocal Agreement shall terminate upon full performance of all requirements contained herein, unless this Interlocal Agreement is amended in writing.

This agreement may be terminated in whole or in part in writing by either contracting party in the event of substantial failure by the other party to fulfill its obligation under this Interlocal Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given:

- Not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and an opportunity for consultation with the terminating party prior to termination.
- This Interlocal Agreement may be terminated in whole or in part in writing by NCTCOG for its convenience, provided that the FUNDS RECIPIENT is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Circumstances in which NCTCOG may terminate for convenience include, but are not limited to, the Texas Legislature's withdrawal of appropriations for this project or the FUNDS RECIPIENT'S continued or repeated failure to perform tasks and submit reports in a complete, correct and consistent manner.
- If termination for default of this Article, or for reduction or loss of Legislative appropriations of this Article is effected by NCTCOG, an adjustment in the Interlocal Agreement amount shall be made, but: no amount shall be allowed for anticipated profit on unperformed services, tasks or other work; and
- Any payment due the FUNDS RECIPIENT at the time of termination may be adjusted to the extent of any reasonable additional costs incurred by NCTCOG by reason of THE FUNDS RECIPIENT'S default. The equitable adjustment for any termination shall provide for payment to the FUNDS RECIPIENT for services rendered and expenses incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination, in addition to termination settlement costs reasonably incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination.

Upon receipt of a termination notice the FUNDS RECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the FUNDS RECIPIENT in performing this Interlocal Agreement, whether completed or in progress.

Upon termination of this Interlocal Agreement, the NCTCOG may take over the work and prosecute the same to completion by agreement with another party or otherwise. If, after termination for failure of the FUNDS RECIPIENT to fulfill its contractual obligations, it is determined that the FUNDS RECIPIENT had not so failed, the termination shall be deemed to have been effected for the convenience of the NCTCOG.

If any delay or failure of performance is attributed to an event as defined in Force Majeure, the FUNDS RECIPIENT may in its sole discretion terminate this Interlocal Agreement in whole or in part. If such termination is effected, an equitable adjustment shall be made in accordance with this Article.

DEFINITIONS

Wherever used in this Interlocal Agreement, the following terms have the meaning indicated which are applicable to both the singular and plural thereof. This list is not meant to be inclusive nor exclusive of all pertinent grant definitions:

Accrued expenditures: The charges incurred by the grantee during a given period requiring the provisions of funds for: (1) Goods and other tangible property received; (2) services performed by employees, contractors, subcontractors, and other payees, and (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other business payments.

Accrued income: The sum of (1) earnings during a given period from services performed by the grantee and goods and other tangible property deliverable to purchasers; and (2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

Acquisition cost: For equipment purchases, means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make that property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which clarify, correct or change the Proposal Requirements or the Agreement.

Administrative requirements: Those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from "programmatic" requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

Cash contribution: The FUNDS RECIPIENT'S cash outlay, including the outlay of money contributed to the FUNDS RECIPIENT by other public agencies and institutions, and private legislation, federal funds received from other assistance Agreement may be considered as FUNDS RECIPIENT cash contributions.

Common rule: Part III of the Uniform Grant Management Standards, which were promulgated by the Texas Governor's Office of Budget and Planning pursuant to the Uniform Grant Conditions and Management Act, Texas Government Code Chapter 783.

Contract Documents: The Interlocal Agreement and the documents that are described in and incorporated into the Interlocal Agreement. Together, the Contract Documents form the contract between the parties.

Contract Price: The moneys payable by the NCTCOG to the FUNDS RECIPIENT for completion of the work in accordance with the Contract Documents as stated in the Interlocal Agreement (subject to the provisions included in the Interlocal Agreement).

Contract Times: The number of days or dates stated in the Interlocal Agreement to complete the work so that it is ready for final payment.

Cost sharing or matching: The value of the third party in-kind contributions and the portion of the costs of a State assisted project or program not borne by the State.

Cost-type Contract: A contract or subcontract under a grant in which the FUNDS RECIPIENT or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A FUNDS RECIPIENT may use its own definition of equipment provided that such definition would include all equipment defined above.

Expiration Date of the Interlocal Agreement: The date indicated in the Interlocal Agreement as the date that the Interlocal Agreement terminates (end date of the Interlocal Agreement).

Financial Completion: In the opinion of the Funding Agency (NCTCOG and TCEQ), the work as outlined in the Interlocal Agreement is complete.

Funding Agency: The Texas Commission on Environmental Quality through the North Central Texas Council of Governments.

Government: A Federal or State agency or a local government.

Historically Underutilized Business (HUB): As defined by Texas law and delineated in the State Purchasing and General Services Act, as amended September 1, 1995, a historically underutilized business as a corporation or a partnership in which fifty-one percent (51%) or more of the corporation's stock (or other equitable securities) or partnership's assets and interest are owned by one or more socially disadvantaged persons, who have a proportionate interest and actively participates in the corporation or partnership control, operation, and management. If the business is a sole proprietorship, the socially disadvantaged person must completely own, operate and control the business. Socially disadvantaged persons include members of certain groups including African Americans, Hispanic Americans, American Women, Asian Pacific Americans, and Native Americans.

Intellectual Property: (1) any and all inventories, discoveries, improvements, or creations for which copyright, trade secret, patent or other proprietary rights may be acquired, (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, computer files, documentation, technical reports, operating manuals, or other copyrightable materials, and (3) any other work fixed in any tangible medium of expression which can be perceived, reproduced, or otherwise communicated for which copyright, trade secret, patent or other proprietary rights may be acquired.

Intellectual Property Rights: Patents, trademarks, trade secret rights, confidential information rights or any other proprietary rights to which a person may be entitled or may actually possess. Intellectual Property Rights include all rights of ownership and original authorship throughout the world.

Interlocal Agreement: The "NCTCOG Interlocal Agreement" which contains the salient terms of the Agreement between the FUNDS RECIPIENT and the NCTCOG and covers the work to be performed; also describes and includes any additional agreement documents which may be attached to the Interlocal Agreement and made a part thereof as provided therein.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and other orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Liens: Charges, security interests, liens or encumbrances upon real property or personal property.

Local government: Local and regional political subdivisions located within the State of Texas. The meaning is broadened to include eligible recipients of solid waste pass-through grant funds: Cities; Counties; Public Schools and School Districts (excluding Universities or post secondary educational institutions); Other general and special law districts created in accordance with State law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

Minor Change: A written document which provides for minor changes in the work to be performed under the Interlocal Agreement, but does not involve a change in the contract price or the contract times.

Obligations: The amount of orders placed, contracts and sub-grants awarded, goods and services rendered, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

Outlay (expenditures): Charges made to the project or program. Outlays may be reported on a cash or accruals basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to FUNDS RECIPIENT. For reports prepared on an accrued expenditure basis, outlays are the sums of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

Percentage of completion method: A system under which payments are made for work according to the percentage of the completed work, rather than to the FUNDS RECIPIENT's cost incurred.

Prior Approval: Documentation evidencing consent prior to incurring specific costs.

Project: The total body of services rendered of which the work to be provided under the Interlocal Agreement may be the whole, or a part as indicated elsewhere in the Interlocal Agreement.

Project Representative: The individual who is authorized to execute the work program identified in the Interlocal Agreement. This individual must be an employee of the grant recipient and may or may not have contractual authority.

Real Property: Land, including land improvements, structures and appurtenances thereto, excluding moveable machinery and equipment.

Share: When referring to the TCEQ's portion of real property, equipment or supplies, means the same percentage as the TCEQ's portion of the acquiring party's total costs under the grant to which the acquisition cost of the property was charged. Only costs are to be counted, not the value of the third-party in-kind contributions.

Standards: The Uniform Grant Management Standards.

State: The State of Texas.

Subcontractor: An individual, firm, corporation or local government having a direct contract with the FUNDS RECIPIENT or with any other subcontractor for the performance of a part of the work identified in the Interlocal Agreement.

Supplies: Generally relates to the routine purchase of office supplies (paper, pencils, staples, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities.

Suspension: (1) temporary withdrawal of the authority to obligate project funds pending corrective action by the FUNDS RECIPIENT, or sub-grantee or a decision to terminate the grant, or (2) an action taken by a FUNDING AGENCY official in accordance with the Interlocal Agreement, State or Federal law, or Regulations to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

Termination: Permanent withdrawal of the authority to obligate previously-awarded project funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the FUNDS RECIPIENT or sub-grantee. "Termination" does not include (1) withdrawal of funds awarded on the basis of the FUND RECIPIENT'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a grant; (3) refusal to extend a grant or award additional funds to make a competing or noncompeting continuation, renewal, extension or supplemental award; or (4) voiding of a grant upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from inception.

Unliquidated Obligations: For reports prepared on a cash basis, means the amount of obligations incurred by the FUNDS RECIPIENT that has not been paid. Reports prepared on an accrued expenditure basis represent the amount of obligations incurred by the FUNDS RECIPIENT for which an outlay has not been recorded.

Unobligated Balance: The portion of the funds authorized by the FUNDING AGENCY that has not been obligated by the FUNDS RECIPIENT, and is determined by deducting the cumulative obligation from the cumulative funds authorized.

Work: The entire completed services or the various separately identifiable parts thereof required to be furnished under this Interlocal Agreement. Work includes and is the result of performing or furnishing labor, services, materials or equipment as required by the Interlocal Agreement.

Appendices

(Each form is not required for every project. Please use only those forms that are applicable to your specific grant.)

I. SUMMARY/RESULTS REPORT OF IMPLEMENTATION PROJECT

- STATUS OF COMPLETION OF WORK TASKS
- PROJECT RESULTS REPORT
 - FORM 10a: LOCAL ENFORCEMENT
 - FORM 10b: LITTER/ILLEGAL DUMPING CLEANUP AND COMMUNITY COLLECTION EVENTS
 - FORM 10c: SOURCE REDUCTION/RECYCLING
 - FORM 10d: LOCAL SOLID WASTE MANAGEMENT PLANS
 - FORM 10e: CITIZENS COLLECTION STATIONS, SMALL REGISTERED TRANSFER STATIONS
 - FORM 10f: HOUSEHOLD HAZARDOUS WASTE
 - FORM 10g: TECHNICAL STUDIES
 - FORM 10h: EDUCATIONAL AND TRAINING PROJECTS

II. REIMBURSEMENT FORMS (Form PT-F 2 plus Supplemental Forms)

- Request for Reimbursement Form and Supplemental Reimbursement Forms

PT-F2 Summary of Pass-Through Project Expenditures

F2-A Itemization of Personnel/Salaries and Travel budget categories

F2-B Itemization of Equipment and Contractual Costs

F2-C Itemization of Construction Budget category

F2-D Itemization of Supplies and the Other Expenditures

F2-E Itemization of In-kind Services

III. REQUEST FOR BUDGET REVISION FORM

IV. EXAMPLE of RELEASE OF CLAIMS

These forms are located at the following website:

http://www.nctcog.org/envir/SEELT/funding/report_forms.asp

NOVEMBER 2ND, 2010 GENERAL ELECTION
02 DE NOVIEMBRE DE 2010, ELECCIÓN GENERAL

218

Early Voting:

(Votaciones Tempranal):

Dates (Fechas): October 18th, 2010 – October 29th, 2010

Locations:
(Localizaciones):

(Main Early Voting Location): Hunt County Voter Administration
(Local Principal de 2217A Washington
Votaciones Tempranal) Greenville Tx 75401
(903) 454-5467

Hours for main early voting location:
(Horas de la localización principal para la votación tempranal):
8am to 5 pm, Monday - Friday

(Mobile Voting Locations) Date & Times for Mobile Voting Only:
(Localizaciones de Votaciones (Fecha y Horas de Votaciones Movil):

1st United Methodist Church Wednesday, Oct. 20th
1709 Hwy 50 1pm – 5pm
Commerce Tx 75428 **(Confirmed)**

Campbell ISD Sports Park Friday, October 22nd
812 W. Main 5pm – 9pm
Campbell Tx 75422 **(Confirmed)**
(In the event of inclement weather, this location will be moved
to the Campbell ISD Cafeteria, 409 W. North St., Campbell, Tx)

(En caso hay tiempo inclemente, este sitio sere movado a la cafeteria de
Campbell ISD, 409 W. North St. Campbell, TX)

Brookshires Grocery Saturday, Oct. 23rd
441 Hwy 34 9am – 5pm
Quinlan Tx 75474 **(Confirmed)**

Voter Administration Office Sunday, Oct. 24th
2217A Washington 1pm – 5pm
Greenville Tx 75401 **(Confirmed)**

Wolfe City Fire Station Tuesday, Oct. 26th
104 S. Santa Fe 1pm – 5pm
Wolfe City Tx 75496 **(Confirmed)**

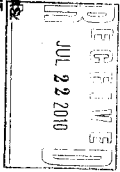
Crossroads Mall Wednesday, Oct 27th
6834 Wesley 9am – 7pm
Greenville Tx 75401 **(Confirmed)**

Election Day: Tuesday, November 2nd, 2010 Polls open 7am – 7pm

(Dia de Eleccion: Martes, 2 de noviembre de 2010, Votaciones abirran de 7am-7pm)

10 AUG 27 AM 8:48
11, 6420
OFFICE OF RECORDS
TARRANT COUNTY CLERK
COUNTY CLERK'S OFFICE
RECEIVED

recorded by Secretary of State
 Section 5-2.100E, 5-01.027, 5-01.102B, Texas Election
 Code
 12/05



**TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS
 A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT**

**PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR**

V = Count

Place the Actual Seal of Elections Administrator Here
 (Coloque el sello verdadero de administrador de elecciones de



We, the undersigned qualified voters of Collin, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said areaste determination of the following issue, to wit: (Nosotros, los que firmam abajo y que somos votales calificados de Ciudad de Quilman, del Condado de Hunt, Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Codigo de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de someter a los votales que son legalmente calificados de este lugar con la determinacion del siguiente lema, como haci.)

**FORAGANST "The legal sale of beer and wine for off-premise consumption only."
 A FAVOR/EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."**

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, proposito e intencion de los solicitantes cuyas firmas aqui aparecen, que este legalizada la venta de bebidas alcoholicas referida en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Printed)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7/15/10	DAVID W. WOOD	DAVID W. WOOD	11/1/57	415 W. WOOD ST. #7	QUILMAN TX 75783	HUNT	TX	105-37742854
7/15/10	JUSTIN W. WOOD	JUSTIN W. WOOD	07/14/84	435 W. WOOD ST. #7	QUILMAN TX 75783	HUNT	TX	
7/15/10	SHARON WOOD	SHARON WOOD	4/13/65	808 W. 2ND ST.	QUILMAN TX 75783	HUNT	TX	
7/15/10	DAVID WOOD	DAVID WOOD	9/15/86	2235 W. WOOD ST. #4	QUILMAN TX 75783	HUNT	TX	
7/15/10	DAVID WOOD	DAVID WOOD	10/16/52	1552 KENNEDY RD.	QUILMAN TX 75783	HUNT	TX	
7/15/10	DAVID WOOD	DAVID WOOD	10/21/78	4938 CEDAR ST.	QUILMAN TX 75783	HUNT	TX	
7/15/10	DAVID WOOD	DAVID WOOD	08/16/67	1928 W. STATE	QUILMAN TX 75783	HUNT	TX	
7/15/10	DAVID WOOD	DAVID WOOD	08/19/67	9208 HWY 34 QUILMAN	QUILMAN TX 75783	HUNT	TX	

10 AUG 24 AM 11:55
 COUNTY CLERK HUNT COUNTY TEXAS

Prescribed by Secretary of State
 Section 501.026, 501.027, 501.028, Texas Election
 Code
 12095

**TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
 A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT**

**PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR**

Place the Actual Seal of Elections Administrator Here
 (Coloque el sello verdadero de administrador de elecciones de comisionados de elecciones de este condado aqui)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: (Nosotros, los que firmamos abajo y que somos votantes calificados de Ciudad de Quinlan, del Condado de Hunt, Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones delCodigo de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de someter a los votantes que son legalmente calificados de este lugar con la determinacion del siguiente tema, como aqui:)

**FORAGAINST "The legal sale of beer and wine for off-premise consumption only,"
 A FAVOR/EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."**

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, proposito e intencion de los solicitantes cuyas firmas aqui aparecen, que este legalizada la venta de bebidas alcoholicas referidas en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7-10-10	Sharon Wilton	Sharon Green	9-26-58	9936 P.R. St	Quinlan, TX	Hunt	TX	
7-11-10	Sandra Burnard	Shelia Burnard	9-17-70	2014 Forest St	Quinlan, TX	Hunt	TX	
7-11-10	Michael James	Michael Dunham	11-28-49	4803 Forest St	Quinlan, TX	Hunt	TX	
7-11-10	Veronica Harkin	Veronica Harkin	4-16-67	87194 Redwood Dr	Quinlan, TX	Hunt	TX	
7-11-10	Robert Brown	Robert Smith	8-28-65	6072 Hollister Oaks	Quinlan, TX	Hunt	TX	
7-11-10	Janet Brown	Sandra Brown	9-2-57	8973 Sorrento Circle	Quinlan, TX	Hunt	TX	
7-11-10	James E. Dunham	James E. Dunham	2-19-68	10033 Wood Villa	Quinlan, TX	Hunt	TX	
7-11-10	Sandra Burnard	Sandra Burnard	2-20-81	9165 TLE Street	Quinlan, TX	Hunt	TX	
7-11-10	Diana Guite	Diana Guite	7/15/53	8223 Renshaw RD	Quinlan, TX	Hunt	TX	
7-11-10	Sharon Wilton	Sharon Wilton	4-15-58	8172 1/2 Lakeside RD	Quinlan, TX	Hunt	TX	
7-11-10	Sharon Wilton	Sharon Wilton	2/25/85	5117 Blue Sky Dr	Quinlan, TX	Hunt	TX	
7-11-10	Kenneth Dunham	Kenneth Dunham	2/16/92	905 Wood Duck Estate	Quinlan, TX	Hunt	TX	
7-11-10	Sharon Wilton	Sharon Wilton	6/21/46	9860 Casquite Trail	Quinlan, TX	Hunt	TX	
7-11-10	Sharon Wilton	Sharon Wilton	4-23-53	8716 Charlotte Trail	Quinlan, TX	Hunt	TX	

Prescribed by Secretary of State
 Section 501.026, 501.027, 501.028 Texas Election
 Code
 12095

**TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
 A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT**

**PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR**

Place the Actual Seal of Elections Administrator Here
 Coloque el sello verdadero de administrador de elecciones de com



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said areathe determination of the following issue, to wit: (Nosotros, los que firmam abajo y que somos votales calificados de Ciudad de Quinlan del Condado de Hunt Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Codigo de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de somerir a los votales que son legalmente calificados de este lugar con la determinacion del siguiente lema, como haci):

**FORAGAINST "The legal sale of beer and wine for off-premise consumption only."
 A FAVOREN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."**

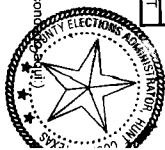
It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, proposito e intencion de los solicitantes cuyas firmas aqui aparecen, que este legalizada la venta de bebidas alcoholicas referidas en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencial)	CITY/ZIP (Ciudad/ZIP)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7-1-10	[Signature]	ANGELA MACEY	8-3-69	10433 LAURELVIEW TR	75474	HUNT	TX	X
7-1-10	[Signature]	LEON MACEY	1-24-72	10433 LAURELVIEW TR	75474	HUNT	TX	X
7-12-10	[Signature]	KENNY LEE	10-2-60	10510 8505 QUINLAN	75474	HUNT	TX	X
7-12-10	[Signature]	WANDA LEE	1-6-46	5904 RICE ST	75474	HUNT	TX	X
7-12-10	[Signature]	WALTER LEE	7-24-1956	914 SMOULDER CANYON	75474	HUNT	TX	X
7-12-10	[Signature]	ROBERT LEE	9/3/1957	174 CHEROKEE	75474	HUNT	TX	X
7-12-10	[Signature]	RONALD LEE	2/1/1952	119 GARDNER	75474	HUNT	TX	X
7-12-10	[Signature]	COLLEEN LEE	2/16/91	110 MCCLAIN	75474	HUNT	TX	X
7-12-10	[Signature]	ROBT ALLEN	1-23-48	537 W 54th St	75474	HUNT	TX	X
7-12-10	[Signature]	CHRIS LEE	10-2-48	537 W 54th St	75474	HUNT	TX	X
7-12-10	[Signature]	WANDA LEE	3-11-57	109 WATKINS LN	75474	HUNT	TX	X
7-12-10	[Signature]	WANDA LEE	8-17-58	107 FIRST ST	75474	HUNT	TX	X
7-12-10	[Signature]	DEBRA LEE	10-14-52	115 MYRWOOD	75474	HUNT	TX	X

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT

Place the Actual Seal of Elections Administrator Here
(Coloque el sello verdadero de administrador de elecciones de comisionados)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said areathe determination of the following issue, to wit: (Nosotros, los que firmamos abajo y que somos votantes calificados de Ciudad de Quinlan, del Condado de Hunt, Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de someter a los votantes que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hacer.)

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A FAVOR EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."

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DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7-12-14	<i>[Signature]</i>	5 HYNDAE HENRICH	1-05-78	32210 Eiland Lake Estates 156-178	32924 754974	HUNT TX	TX	
7-12-14	<i>[Signature]</i>	CHRIS ELLIOTT	7-2-2-88	5315 E. 2ND ST 10220 FIK 7884	28424	HUNT TX	TX	
7-12-14	<i>[Signature]</i>	JERRY KEENE	6-18-78	105 Carol DR 8941 Canyon Blvd	75474	HUNT TX	TX	
7-12-14	<i>[Signature]</i>	NICK DEBOGOR	2-20-82	10227 W. Highland Lakes Estates 126-82	25426	HUNT TX	TX	
7-12-14	<i>[Signature]</i>	MIKE HILL	6-16-85	9885 TAVI 126-82	75474	HUNT TX	TX	
7-12-14	<i>[Signature]</i>	STEVE KESKOC	4-15-63	8856 Hillwood 4110 W. 3845	75474	HUNT TX	TX	

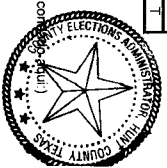
Recorded by Secretary of State
 Section 501.006, 501.027, 501.028, 7.005 Election
 Code

1205

**TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
 A LOS COMISIONAADOS DE CORTE DEL CONDADO DE HUNT**

**PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR**

Place the Actual Seal of Elections Administrator Here
 (Coloque el sello verdadero de administrador de elecciones de comisionados de corte del condado de Hunt aquí)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said atracehe determination of the following issue, to wit: (Nosotros, los que firmam abajo y que somos votales calificados de Ciudad de Quinlan del Condado de Hunt, Texas, por este medio suplicamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y proviciones del Codigo de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de someter a los votales que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hace.)

**FORBAGANST "The legal sale of beer and wine for off-premise consumption only."
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DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencial)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7/9/10	Boal Paul	Boal Paul	3-4-49	904 W. W. W. #62 Quinlan	75474	HUNT	TX	
7/9/10	Iselache Marie	Iselache Marie	3-2-82	305 E. R. Schward #2 Quinlan	75474	HUNT	TX	
7/9/10	McKerly Marie	McKerly Marie	11-25-69	201 N. Kirby - Quinlan	75474	HUNT	TX	
7/9/10	Carrolla Dawn	Carrolla Dawn	8-28-73	200 E. Wagon #106 Quinlan	75474	HUNT	TX	
7/9/10	Hyatt Lisa	Hyatt Lisa	2-16-38	200 E. Wagon St. Apt. 113 Quinlan	75474	HUNT	TX	
7/9/10	William Howell	William Howell	7-14-82	447 Connel St. Quinlan	75474	HUNT	TX	
7/9/10	Debbie Whiteley	Debbie Whiteley	10-28-70	113 Warts Ln Quinlan	75474	HUNT	TX	
7/9/10	Dee Kiser	Dee Kiser	9-13-70	112 Oakley Quinlan	75474	HUNT	TX	
7/9/10	Donna Foster	Donna Foster	4-19-61	124 Eagle Quinlan	75474	HUNT	TX	
7/9/10	Douglass Taylor	Douglass Taylor	3-19-52	124 Eagle Quinlan	75474	HUNT	TX	
7/10/10	Marie Chantal	Marie Chantal	5-8-46	102 E. Lathrop Quinlan	75474	HUNT	TX	
7/10/10	Charles Roberts	Charles Roberts	6-13-82	9239 Wagon #171 Quinlan	75474	HUNT	TX	
7/13/10	Charles Anderson	Charles Anderson	8-5-88	328 Mitchell & Sherman Quinlan	75474	HUNT	TX	

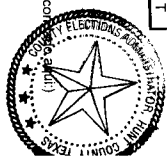
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Prescribed by Secretary of State
Section 501.026, 501.027, 501.028, Texas Election
Code
12/05

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT

Place the Actual Seal of Elections Administrator Here
(Coloque el sello verdadero de administrador de elecciones de co



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said areathe determination of the following issue, to wit (Nosotros, las que firman abajo y que somos votales calificados de Ciudad de Quinlan del Condado de Hunt Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de somerir a los votales que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hace)

FOR/AGANST "The legal sale of beer and wine for off-premise consumption only."
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It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages, referred to in the issue set out above. (Es la esperanza, proposito e intencion de los solicitantes cuyas firmas aqui aparecen, que este legalizada la venta de bebidas alcoholicas referida en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
07/14/08	<i>[Signature]</i>	Lisa E. Robinson	02/11/1988	212 S Church Street	Quinlan 75174	Hunt Co	Texas	1186112321
07/14/08	<i>[Signature]</i>	Lisa E. Robinson	02/11/1988	212 S Church Street	Quinlan 75174	Hunt Co	Texas	108133675
07/14/08	<i>[Signature]</i>	Sharon Williams	08/14/1968	2025 Church Street	Quinlan 75174	Hunt Co	Texas	1020478935
07/14/08	<i>[Signature]</i>	James Patrick	10/27/1967	2025 Church Street	Quinlan 75174	Hunt Co	Texas	1540529831
07/14/08	<i>[Signature]</i>	Esther Lipscomb	12/21/1946	313 Northside Dr	Quinlan 75174	Hunt Co	Texas	
07/14/08	<i>[Signature]</i>	Kenneth Lee	11/24/1956	313 Northside Dr	Quinlan 75174	Hunt Co	Texas	
07/13	<i>[Signature]</i>	Marjorie Ann	04/23/55	9012 Y Road	Quinlan 75174	Hunt Co	Texas	
07-14	<i>[Signature]</i>	Anthony Blaschke	02-25-66	Quinlan St	Quinlan 75174	Hunt Co	Texas	

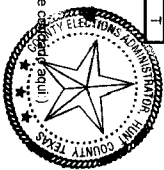
Kenneth Lee

Prescribed by Secretary of State
Section 501.026 501.027 501.028 Texas Election
Code
12105

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

Place the Actual Seal of Elections Administrator Here
(Coloque el sello verdadero de administrador de elecciones de condado aqui)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said aetative determination of the following issue, to wit: (Nosotros, los que firmen abajo y que somos votales calificados de Ciudad de Quinlan del Condado de Hunt, Tejas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Elección en el Estado de Tejas en la area mencionada arriba con el proposito de someter a los votales que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hace)

**FORAGAINST "The legal sale of beer and wine for off-premise consumption only "
A FAVOR EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento." "**

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above (Es la esperanza, propósito e intención de los solicitantes cuyas firmas aqui aparecen, que esté legalizada la venta de bebidas alcoholicas referida en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7-22-10	Robert L. Smith	Robert L. Smith	09-16-91	282 Curtis Lane	Quinlan TX 75474	HUNT	TX	116 70 57 454
7-22-10	Michelle Smith	Michelle Smith	11-14-71	125 Curtis Lane	Quinlan TX 75474	HUNT	TX	
7-22-10	Ronald Smith	Ronald Smith	06-1-48	P.O. Box 334 338 Newman	Quinlan TX 75474	HUNT	TX	
7-22-10	Tracey Smith	Tracey A. Smith	6-28-74	1425 W. 32nd Street	Quinlan TX 75474	HUNT	TX	
7-22-10	John L. Smith	John L. Smith	11-28-25	315 K. Kendall Ave	Quinlan TX 75474	HUNT	TX	
7-22-10	John L. Smith	John L. Smith	12-23-41	2057 N. School St	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	11-23-24	315 K. Kendall Ave	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	6-11-64	208 N. Church St	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	7-16-76	225 Rockhurst St	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	9-3-03	522 N. W. St	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	07-29-70	578 N. W. St	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	5-5-79	126 N. W. St	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	8-18-61	84 Quinlan Ln	Quinlan TX 75474	HUNT	TX	
7-22-10	Gene D. Smith	Gene D. Smith	11-4-57	120 Curtis Lane	Quinlan TX 75474	HUNT	TX	

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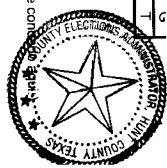
14

Prescribed by Secretary of State
Section 501.026, 501.027, 501.028, Texas Election
Code
12065

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT

Place the Actual Seal of Elections Administrator Here
(Coloque el sello verdadero de administrador de elecciones de comisionados de corte del condado de Hunt aquí)



We, the undersigned qualified voters of City of Quindlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said aeerthe determination of the following issue, to wit: (Nosotros, los que firmam abajo y que somos votales calificados de Ciudad de Quindlan, del Condado de Hunt, Texas, por este medio suplicamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de somerir a los votales que son legalmente calificados de este lugar con la determinacion del siguiente lema, como haci):

FORAGAINST "The legal sale of beer and wine for off-premise consumption only."
A FAVOR/EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.
(Es la esperanza, propósito e intencion de los solicitantes cuyas firmas aqui aparecen, que esté legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (Optional) (Num. de Registro de Votante)
7/17	<i>[Signature]</i>	Donnell Case	7/28/78	133 S. Laveri Dr	Quindlan	HUNT	TX	
7/17	<i>[Signature]</i>	Stella Price	4/22/76	132 S. Carol Dr	Quindlan	HUNT	TX	
7/17	<i>[Signature]</i>	David Price	11/21/61	133 S. Carol Dr.	Quindlan	HUNT	TX	
7/17	<i>[Signature]</i>	Robert Thomas	8/30/44	100 E. Main #118	Quindlan	HUNT	TX	
7/17	<i>[Signature]</i>	Lucinda Johnson	5/23/52	100 E. Main #118	Quindlan	HUNT	TX	
7/17	<i>[Signature]</i>	Robert Blakeus	2/23/40	2108 Peltzer Blvd.	Quindlan	HUNT	TX	
7/17	<i>[Signature]</i>	Cotten Cobb	11/15/90	105 King	Quindlan TX	HUNT	TX	

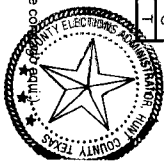
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Prepared by Secretary of State
 Section 501 (06), 501 (02), 501 (08), Texas Election
 Code
 1205

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
 A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT

Place the Actual Seal of Elections Administrator Here
 (Coloque el sello verdadero de administrador de elecciones de comisionados de corte aquí.)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said a certain determination of the following issue, to wit: (Nosotros, los que firmam abajo y que somos votales calificados de Ciudad de Quinlan del Condado de Hunt, Texas, por este medio suplicamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y proviciones delCodigo de Eleccion en el Estado de Tejas en la area mencionada arriba con el proposito de somerir a los votales que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hace)

**FORAGANST "The legal sale of beer and wine for off-premise consumption only."
 A FAVOR EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."**

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. (Es la esperanza, proposito e intencion de los solicitantes cuyas firmas aqui aparecen, que este legalizada la venta de bebidas alcoholicas referida en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7-15-10	<i>[Signature]</i>	Valeria Sue	4-1-74	200 E Main Apt #112	Quinlan	HUNT	TX	
7-15	<i>[Signature]</i>	Donna Smith	1-3-55	800 E. Marshall Apt # 112	Quinlan	HUNT	TX	
7-15-10	<i>[Signature]</i>	FARMERDA EMMETT	11-27-52	200 E MARSHALL APT # 112	QUINLAN	HUNT	TX	
7-15	<i>[Signature]</i>	DEBRA SPINALE	8-31-70	200 E MARSHALL APT # 112	QUINLAN	HUNT	TX	
7-15	<i>[Signature]</i>	Shirley Marie Lattis	6-3-1938	320 Cannon St	Quinlan	HUNT	TX	
7-15	<i>[Signature]</i>	Young Loren	11-1-97	320 Cannon St	Quinlan	HUNT	TX	
7-15	<i>[Signature]</i>	Adriana Neth	10-11-50	8828 Cannon St	Quinlan	HUNT	TX	
7-15	<i>[Signature]</i>	Barbara Baker	1-9-1919	328 Cannon St	Quinlan	HUNT	TX	
7-15	<i>[Signature]</i>	William E. Baker	1-1-1924	300 Northside	Quinlan	HUNT	TX	
	<i>[Signature]</i>	William E. Baker	6-6-1932	300 Northside	Quinlan	HUNT	TX	

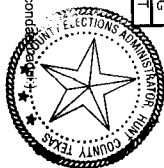
9
 10

Prescribed by Secretary of State
Section 601.006, 601.027, 601.028 Texas Election
Code
12/05

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT.

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

Place the Actual Seal of Elections Administrator Here
(Coloque el sello verdadero de administrador de elecciones de condado aqui)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit: (Nosotros, los que firmamos abajo y que somos votantes calificados de Ciudad de Quinlan del Condado de Hunt, Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de someter a los votantes que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hace.)

FORAGAINST "The legal sale of beer and wine for off-premise consumption only."
A FAVOR EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.
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DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (Optional) (Num. de Registro de Votante)
7-15	[Signature]	Hubbard PETER	7-25-34	325 NORTH 32E	QUINLAN TEXAS	STAVELAND	TX	
7-15	[Signature]	Hubbard KIRK	8-18-58	325 NORTH 32E	QUINLAN TEXAS	STAVELAND	TX	
7-15	[Signature]	Hubbard JOHN	10-31-52	332 NORTHSIDE	QUINLAN TEXAS	STAVELAND	TX	
7-16	[Signature]	Kristine BARKER	1-31-75	304 Greenway	Quinlan Texas	HUNT	TX	
7-16	[Signature]	Steve BARBER	5-15-68	304 Greenway	Quinlan Texas	HUNT	TX	
7-16	[Signature]	Clint WRENCH	12-14-61	309 Greenway	Quinlan Texas	HUNT	TX	
7-18	[Signature]	Jeffrey BARBER	7-15-94	109 MIDDLETON	Quinlan Texas	HUNT	TX	
7-20	[Signature]	Richard WALKER	12-16-50	324 Elm S	Quinlan Texas	HUNT	TX	
7-20	[Signature]	Richard WALKER	9-24-54	324 Elm S	Quinlan Texas	HUNT	TX	
7-20	[Signature]	Frank BARBER	7-2-53	320 D. Elm St.	Quinlan Texas	HUNT	TX	
7-20	[Signature]	Larry BARBER	11-26-60	505 E. 2nd	Quinlan Texas	HUNT	TX	

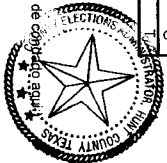
9-17-56

Prescribed by Secretary of State
 Section 501.026, 501.027, 501.028, Texas Election
 Code
 12/05

**PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETITION PARA ELECCION DE OPCION LOCAL A LEGALIZAR**

**TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
 A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT**

Place the Actual Seal of Elections Administrator Here
 (Coloque el sello verdadero de administrador de elecciones de elecciones de aquí)



We, the undersigned qualified voters of City of Quinlan, Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said arealine determination of the following issue, to wit: (Nosotros, los que firmamos abajo y que somos votantes calificados de Ciudad de Quinlan, del Condado de Hunt, Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Eleccion en el Estado de Texas en la area mencionada arriba con el proposito de somerir a los votantes que son legalmente calificados de este lugar con la determinacion del siguiente tema, como haer)

**FORAGAINST "The legal sale of beer and wine for off-premise consumption only."
 A FAVOREM CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."**

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DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7/20	<i>[Signature]</i>	Senkins Clint	10-24-74	LOS SECOND ST	Quinlan TX 75771	HUNT	TX	
7/20	<i>[Signature]</i>	Senkins Shelia	9/24/50	LOS SECOND ST	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Leahue Barbara	12/17/54	405 911 W. MAIN ST. II	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Doby Diana	04/23/47	911 W. MAIN ST #19	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Dobbs Loren	11/27/53	320 Northside	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Kelly Karen	10/11/52	320 Northside	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Lowrey David	12/24/50	513 Second St	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Lowrey David	11-23-55	513 Second St	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Dobal Dennis	11/28/52	512 E. FIRST ST	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Thompson Melissa	3/30/81	417 FIRST ST	Quinlan TX 75771	HUNT	TX	
7/21	<i>[Signature]</i>	Thompson Mark	1/7/57	200 E. MAIN ST. III	Quinlan TX 75771	HUNT	TX	

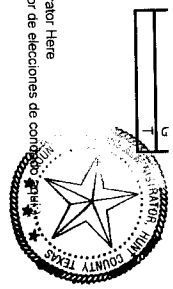
Prescribed by Secretary of State
Section 501.076, 501.077, 501.026, Texas Election
Code
12105

Vote

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR

TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT

Place the Actual Seal of Elections Administrator Here
(Coloque el sello verdadero de administrador de elecciones de condado aquí)



We, the undersigned qualified voters of City of Quinlan Hunt County, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code in the mentioned area for the purpose of submitting to the legally qualified voters of said areathe determination of the following issue, to wit: (Nosotros, los que firmam abajo y que somos votales calificados de Ciudad de Quinlan) del Condado de Hunt, Texas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisions del Código de Eleccion en el Estado de Texas en la area mencionada arriba con el propósito de someter a los votales que son legalmente calificados de este lugar con la determinacion del siguiente tema, como haci:)

FOR/AGAINST "The legal sale of beer and wine for off-premise consumption only."
A FAVOR/EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."

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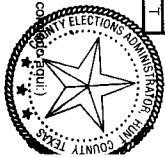
DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7/13	[Signature]	Richard L. Rival	4-2-47	726 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Joe Dan Fricke	6/30/68	105 Richmond	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Teresa A. Johnson	07/01/66	105 Richmond	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Gene Hetherick	6/14/1941	114 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	8/9/1954	115 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Clara Moore	10-21-51	113 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Stanley Larkin	2-5-23	211 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	2-5-23	120 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	2-20-25	120 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	2-12-24	120 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	3-15-14	120 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	1-20-84	120 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	
7/14	[Signature]	Wanda Winters	11-20-81	120 Carlis Ln	Quinlan, Texas 75074	HUNT	TX	

Prescribed by Secretary of State
 Section 041.026, 501.027, 501.028, Texas Election
 Code
 12/05

**PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
 PETICION PARA ELECCION DE OPCION LOCAL A LEGALIZAR**

**TO THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:
 A LOS COMISIONADOS DE CORTE DEL CONDADO DE HUNT**

Place the Actual Seal of Elections Administrator Here
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(Nosotros, los que firmamos abajo y que somos votantes calificados de Ciudad de Quinlan del Condado de Hunt Tejas, por este medio solicitamos respetuosamente que la eleccion de opcion local sea en conformidad con los terminos y provisiones del Código de Eleccion en el Estado de Tejas en la area mencionada arriba con el proposito de someter a los votantes que son legalmente calificados de este lugar con la determinacion del siguiente tema, como hace)

**FOR/AGAINST "The legal sale of beer and wine for off-premise consumption only."
 A FAVOR/EN CONTRA "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."**

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above
 (Es la esperanza, proposito e intencion de los solicitantes cuyos firmas aqui aparecen, que esté legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATE SIGNED	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Zip)	COUNTY OF REGISTRATION (Condado de Registro)	STATE (Estado)	VOTER REGISTRATION NUMBER (optional) (Num. de Registro de Votante)
7-13-10	<i>[Signature]</i>	Theresa Kenneth	9-4-1964	101 S. James	75474	Hunt	TX	
7-13-10	<i>[Signature]</i>	Walt Christa	8-11-1984	110 N. Winters	75474	Hunt	TX	
7-13-10	<i>[Signature]</i>	Kos's Larry	8-17-1947	216 Bus Hwy 34	75474	Hunt	TX	
7-13-10	<i>[Signature]</i>	Robert William	1-19-1992	00 Box 7	75474	Hunt	TX	X
7-13-10	<i>[Signature]</i>	David Michael	10-4-79	305 Legat St.	75474	Hunt	TX	1010019458
7-14-10	<i>[Signature]</i>	Steve Snowden	10-3-62	328 Northside Dr	75474	Hunt	TX	
7-15-10	<i>[Signature]</i>	Shay Keith	12-18-87	209 S. Winters St	75474	Hunt	TX	1131617354

6

Item # 2

APPLICATION FOR LOCAL OPTION ELECTION PETITION TO LEGALIZE
 (APLICACIÓN PARA ELECCIÓN DE OPCIÓN PETICIÓN LOCAL PARA LEGALIZAR)

RECEIVED

RECEIVED

To the Commissioners Court Hunt ^{County}
 (All _____, Texas)

JUL 9 2010

We, the undersigned ten or more qualified voters of City of Quinlan, Texas
 (Nosotros, los suscritos diez o más votantes capacitados de _____, Texas)

in accordance with the terms and provisions of the Texas Election Code, Title 17, hereby submit this written application for a "Petition for Local Option Election to Legalize" to be circulated among the qualified voters of such area for the signatures of those qualified voters in the area who desire that a local option election be called in that area for the purpose of determining the following issue, to wit: *[de acuerdo con los términos y provisiones del Código de Elección de Texas, Título 17, por el presente sometemos nuestra escrita solicitud por para una "Petición para Elección de Opción Local para Legalizar" para que sea circulada entre los votantes capacitados de dicha área, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área con el propósito de determinar el siguiente asunto, a saber:]*

(Enter Measure Here) To Legalize: The Sale of beer wine for off Premises consumption only

It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. *(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referido en el asunto arriba presentado.)*

We have attached proof of publication in a newspaper of general circulation in the political subdivision of our intent to apply for said petition. *(Hemos adherido un comprobante de publicación en un periódico de circulación general en la subdivisión política con nuestra intención de aplicar para tal petición mencionada.)*

DATED THIS THE 9th day of July, 2010.
 (FECHADO este día _____ de _____ de 20 _____)

Signature (Firma)	Printed Name (Nombre en letra de molde)
<i>George Postick</i>	GEORGE COLE POSTICK ✓
<i>Sidney Scott</i>	Sidney Scott ✓
<i>Ray Murphy</i>	Ray Murphy x NO
<i>Elizabeth Busby</i>	Elizabeth Busby x NO
<i>Martina Townsend</i>	Martina Townsend ✓
<i>Cyrus McElmore</i>	Cyrus McElmore x NO
<i>Penni Moore</i>	Penni Moore x NR
<i>Angie Smith</i>	Angie Smith x NO
<i>Loel Ramirez</i>	Loel Ramirez x NR
<i>Paul White</i>	Paul White x NO

Harold Haulden MARIAN HALL DICK x change-NO
Thomas McFelt NR
Rene Alderson ✓

10 AUG 24 4:11:55 PM
 COUNTY CLERK'S OFFICE
 HUNT COUNTY, TEXAS

(3)

APPLICATION FOR LOCAL OPTION ELECTION PETITION TO LEGALIZE
(APLICACION PARA ELECCION DE OPCION PETICION LOCAL PARA LEGALIZAR)

To the Commissioners Court Hunt Co., Texas
 (Al _____, Texas)

We, the undersigned ten or more qualified voters of City of Quinlan, Texas
 (Nosotros, los suscritos diez o más votantes capacitados de _____, Texas)

in accordance with the terms and provisions of the Texas Election Code, Title 17, hereby submit this our written application for a "Petition for Local Option Election to Legalize" to be circulated among the qualified voters of such area for the signatures of those qualified voters in the area who desire that a local option election be called in that area for the purpose of determining the following issue, to wit: *[de acuerdo con los términos y provisiones del Código de Elección de Texas, Título 17, por el presente sometemos nuestra escrita solicitud por para una "Petición para Elección de Opción Local para Legalizar" para que sea circulada entre los votantes capacitados de dicha area, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área, para las firmas de votantes capacitados en la area quien desean se ordene una elección de opción local en esa área con el propósito de determinar el siguiente asunto, a saber:]*

(Enter Measure Here)

To Legalize: The sale of beer & wine for off premises
consumption only

It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. *(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referido en el asunto arriba presentado.)*

We have attached proof of publication in a newspaper of general circulation in the political subdivision of our intent to apply for said petition. *(Hemos adherido un comprobante de publicación en un periódico de circulación general en la división política con nuestra intención de aplicar para tal petición mencionada.)*

(3)

DATED THIS THE 9th day of July, 2016.
 (FECHADO este día _____ de _____ de 20____)

Signature (Firma)	Printed Name (Nombre en letra de molde)
<i>Sydney Scott</i>	Sydney Scott
<i>Raej Murphy</i>	Raej Murphy
<i>Lora Matheny</i>	Lora Matheny
<i>Brandon Amundson</i>	Brandon Amundson
<i>Snelda Roland</i>	Snelda Roland
<i>Jackie Muckensurm</i>	Jackie Muckensurm
<i>Darlene Scott</i>	Darlene Scott
<i>Darlene Goodwin</i>	Darlene Goodwin

6-17-91 ✓
 10-6-87 NR ✓
 NR
 5-1-88 ✓
 7-21-57 NR ✓
 NR
 NR ✓

APPLICATION FOR LOCAL OPTION ELECTION PETITION TO LEGALIZE
(APLICACIÓN PARA ELECCIÓN DE OPCIÓN PETICIÓN LOCAL PARA LEGALIZAR)

To the Commissioners County Hunt Co., Texas
 (At _____, Texas)

We, the undersigned ten or more qualified voters of City of Qumlan, Texas
 (Nosotros, los suscritos diez o más votantes capacitados de _____, Texas)

in accordance with the terms and provisions of the Texas Election Code, Title 17, hereby submit this our written application for a "Petition for Local Option Election to Legalize" to be circulated among the qualified voters of such area for the signatures of those qualified voters in the area who desire that a local option election be called in that area for the purpose of determining the following issue, to wit: *[de acuerdo con los términos y provisiones del Código de Elección de Texas, Título 17, por el presente sometemos nuestra escrita solicitud por para una "Petición para Elección de Opción Local para Legalizar" para que sea circulada entre los votantes capacitados de dicha área, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área con el propósito de determinar el siguiente asunto, a saber:]*

(Enter Measure Here)

To Legalize: Sale of beer & wine for all primers
consumption only

It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. *(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referido en el asunto arriba presentado.)*

We have attached proof of publication in a newspaper of general circulation in the political subdivision of our intent to apply for said petition. *(Hemos adherido un comprobante de publicación en un periódico de circulación general en la subdivisión política con nuestra intención de aplicar para tal petición mencionada.)*

DATED THIS THE 9th day of July, 20 10.
 (FECHADO este día _____ de _____ de 20 _____)

(3)

Signature (Firma)	Printed Name (Nombre en letra de molde)	
<i>[Signature]</i>	Robbie Graham	+ NR
<i>[Signature]</i>	Michael Holcerek	
<i>[Signature]</i>	William Howell	✓
<i>[Signature]</i>	Sarah Davis	+ NO
<i>[Signature]</i>	Sophie Piepenbrock	NR
<i>[Signature]</i>	Jordan H. Gregory	x NO
<i>[Signature]</i>	JANET BRADSHAW	+ NR
<i>[Signature]</i>	HUBERT Clem	✓ ✓
<i>[Signature]</i>	HUBERT Wilcox	NR
<i>[Signature]</i>	Sandy L. Devine	✓ ✓

APPLICATION FOR LOCAL OPTION ELECTION PETITION TO LEGALIZE
(APLICACIÓN PARA ELECCIÓN DE OPCIÓN PETICIÓN LOCAL PARA LEGALIZAR)

To the Commissioners Court Hunt Co., Texas
 (At _____, Texas)

We, the undersigned ten or more qualified voters of City of Quanlan, Texas
 (Nosotros, los suscritos diez o más votantes capacitados de _____, Texas)

in accordance with the terms and provisions of the Texas Election Code, Title 17, hereby submit this our written application for a "Petition for Local Option Election to Legalize" to be circulated among the qualified voters of such area for the signatures of those qualified voters in the area who desire that a local option election be called in that area for the purpose of determining the following issue, to wit: *[de acuerdo con los términos y provisiones del Código de Elección de Texas, Título 17, por el presente sometemos nuestra escrita solicitud por para una "Petición para Elección de Opción Local para Legalizar" para que sea circulada entre los votantes capacitados de dicha área, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área, para las firmas de votantes capacitados en la área quien desean se ordene una elección de opción local en esa área con el propósito de determinar el siguiente asunto, a saber:]*

(Enter Measure Here) To Legalize: The sale of beer & wine for off
premises consumption only

It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above. *(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizada la venta de bebidas alcohólicas referido en el asunto arriba presentado.)*

We have attached proof of publication in a newspaper of general circulation in the political subdivision of our intent to apply for said petition. *(Hemos adherido un comprobante de publicación en un periódico de circulación general en la subdivisión política con nuestra intención de aplicar para tal petición mencionada.)*

DATED THIS THE 9th day of July, 20 10.
 (FECHADO este día _____ de _____ de 20 _____)

Signature (Firma)	Printed Name (Nombre en letra de molde)
<i>Robert Whittington</i>	ROBERT WHITTINGTON ✓
<i>Joyce Smith</i>	Joyce Smith ✓
<i>Calvin Pierce</i>	CALVIN PIERCE ✓
<i>Theresa Waters</i>	Theresa Waters ✓
<i>Pat Wood</i>	Pat Wood (Patricia) ✓
<i>Sarah Audrey</i>	Sarah Audrey ✓ NR

(5)

11644

FILED FOR RETURN
LINDA BRADSHAW
COUNTY CLERK HUNT CO., TEXAS

**NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)**

10 AUG 24 AM 11: 58

BY: J. Cook
DEPUTY

To the registered voters of the County of Hunt, Texas:

(A los votantes registrados del Condado de Hunt, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., **November 2nd, 2010**, for voting in a special election to vote on "The legal sale of beer and wine for off-premise consumption only" applicable only to the voters in the city limits of Quinlan, Texas.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 2 de noviembre de 2010 para votar en la Elección Especial para vote en "la venta legal de cerveza y vino para consumo solamente fuera del establecimiento" Este aplique solo a los votantes que vivan en los límites de la ciudad de Quinlan Texas.)

On Election Day, voters must vote in their precinct where registered to vote.

(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Location of Election Day Polling Places Include Name of Building and Address <i>(Ubicación de las casillas electorales el Día de Elección (Incluir Nombre del Edificio y Dirección)</i>	Precinct Number(s) <i>(Número de precinto)</i>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

Trestle Board Lodge, 402 Richmond, Quinlan, Texas	215
Faith Baptist Church, 1209 E. Quinlan Pkwy., Quinlan, Texas	323

For early voting, a voter may vote at any of the locations listed below:

(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Locations of Early voting Polling Places Include Name of Building and Address <i>(Ubicación de las casillas electorales de votación adelantada)</i>	Days and Hours of Operation <i>Días y Horas Hábiles</i>
-----------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------

See attached *(mire lo incluido)*

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Almina Cook
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

2217 Washington
(Address) (Dirección)

Greenville 75401
(City) (Ciudad) (Zip code) (Código Postal)

Applications for ballots by mail must be received no later than the close of business on: **October 26th, 2010**
(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 26 de octubre 2010)

Issued this the 23rd day of August, 2010.
(Emitida este día 23 de agosto de 2010.)


Signature of County Judge *(Firma del Juez del Condado)*

11,644

FILED FOR RECORD
LINDA BROOKS
CLERK HUNT CO., TX

ORDER OF SPECIAL ELECTION 10 AUG 27 AM 8:49
(ORDEN DE ELECCION ESPECIAL)

BY: X. [Signature]
DEPUTY

An election is hereby ordered to be held on **November 2nd, 2010** in Hunt
County, Texas for the purpose of to vote on: "The legal sale of beer and wine for off-premise
consumption only" applicable only to the voters in the city limits of Quinlan, Texas.

*(Por la presente se ordena que se lleve a cabo una eleccion el dia 2 noviembre de 2010.
En el Condado de Hunt, Texas, con el propósito de vote en "La venta legal de cerveza y vino para consumo
solamente fuera del establecimiento" este aplique solo a los votantes que vivan en los límites de la ciudad de
Quinlan Texas.)*

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Hunt County Voter Administration, 2217 Washington, Greenville Tx 75401*
(location) (sitio)

*See attached list for
mobile voting locations
dates and times

between the hours of **8 a.m.** and **5 p.m.** beginning on **October 18, 2010**
(entre las 8 a.m. de la mañana y las 5 p.m. de la tarde empezando el 18 de octubre de 2010)
and ending on **October 29th, 2010.** *(y terminando el 29 de octubre de 2010).*

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Almina Cook
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

2217 A Washington
(Address) (Dirección)

Greenville Tx 75401
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on:
*(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas
de negocio el:)*

October 26, 2010 26 de octubre 2010

Issued this the 23rd day of August, 2010.
(Emitada este día 23 de agosto de 2010)

[Signature] County Judge (Firma del Juez del Condado)
[Signature] County Commissioner (Comisionado del Condado)
[Signature] County Commissioner (Comisionado del Condado)
[Signature] County Commissioner (Comisionado del Condado)

11,645

2010 - 2012 Election Judges

	<u>POLLING PLACE</u>	<u>JUDGE</u>	<u>ALTERNATE</u>	<u>CONGR DIST</u>	<u>COMM. PCT</u>	<u>JP / CONST</u>
101	Celeste Fire Station 102 South 2nd St Celeste	David Alderson	Pat Cummings	4	1	3
102	Wolfe City Fire Station 104 S Santa Fe Wolfe City	Jenny Greene	Jennifer Engle	4	1	3
103	Kingston Baptist Church 4569 Hwy 69 Celeste	Orville Hooks	Tom King	4	1	3
104	Salem-Kinser United Methodist 1315 Rees Greenville	Dana Russell	Barbara Cook	4	1	1
105	Love & Faith Fellowship 1009 Rees Greenville	Connie Hollis	Marvin McDaniel	4	1	1
106	Iglesia Bautista Ridgecrest 5400 Joe Ramsey	Ben Collins	Monica Denny	4	1	1
107	Crestview Christian Church 5605 Wesley St Greenville	Larry Mayo	Carla Nix	4	1	1
108	Greenville Middle School 3611 Texas Greenville	Mark Rice	Byron Smith	4	1	1
109	Merit Baptist Church 2576 Lake Ave, Merit	Janice Weldon	Tina Wyma	4	1	1
110	Floyd Baptist Church 4311 Hwy 380 Greenville	Erin Kuzanek	Priscilla Gaddis	4	1	1
211	Cedar Grove Baptist Church 919 CR 2178 Greenville	Barbara Underwood	Lucille Bishop	4	2	1
212	Crossroads Assembly of God 1501 Joe Ramsey Greenville	Adam Davies	Pat McGee	4	2	1
213	1st Baptist Church of Cash 5422 Hwy 34 S Greenville	Carylon Ethridge	Zack Portman	4	2	1
214	Wesley United Methodist 5302 Hwy 69 S Greenville	William Price	Sharon Stogner	4	2	1
215	Trestle Board Lodge 402 Richmond Ave Quinlan	Byron Traylor	Angel Clark	4	2	4
216	First Baptist Church 2503 First St Caddo Mills	Debbie Spanberger	Barbara Whitehead	4	2	1
217	Union Valley Fire Station 7965 FM 1565 Royse City	Roberto Hernandez	Alice Cooney	4	2	4
218	Faith Temple Baptist Church 11214 Fm 1565 Poetry	Rebecca Bryant	Linda Kinney	4	2	4
319	Prairie Valley Baptist Church 2435 Fm 513 Campbell	Anna McGee	John Cole	4	3	1
320	Lone Oak Civic Ctr 111 Town Square Lone Oak	Larry Donnerwerth	Jack Crider	4	3	1
321	West Tawakoni City Hall 1533 E hwy 276 W. Tawakoni	Ben Bennett	Margaret Johnson	4	3	4
322	Lakeview Church Family Ctr 11020 FM 751 Quinlan	Vickey Bradley	Rommie Hipp	4	3	4
323	Faith Baptist Church 1209 E Quinlan Pkwy	Jerry Forbes	Larry Kissell	4	3	4
324	Cash Fire Department 4745 Hwy 34 S Greenville	Melissa Gantt	Joseph McGowan	4	3	4
325	Oak Creek Country Club 969 Jack Finney Greenville	Jim Narramore	Sharon Foote	4	3	1
326	Fletcher Warren Civic Ctr 5501 Hwy 69 S Greenville	Mary Botts	Sharon Hardaway	4	3	1
427	Fairlie Community Center 5509 FM 1563 Commerce	Brad Rex	Jo McKibben	4	4	2
428	Commerce City Hall 1119 Alamo Commerce	Sharon Al-Hayek	Violet Spell	4	4	

FILED FOR RECORD
at 8:30 o'clock AM
AUG 30 2010
JIM BROOKS, CLERK

429	1st United Methodist Church 1709 Hwy 50 Commerce	Dale Truitt	Ricky Dobbs	4	4	2
430	Sand Hills Country Club 5950 Sand Hills Dr Commerce	Michael Hale	Joyce Lilley	4	4	1
431	Timberglen 341 Canterbury Way Greenville	Dean Harrison	Jerry Mainord	4	4	1
432	Neylandville City Hall 2469 CR 4311 Greenville	Mark Hutchins	Patricia Wilson	4	4	1
433	Aberfoyle Baptist Church. 7665 Fm 512 Wolfe City	Kim Lyons	Don Reid	4	4	2
434	Aberfoyle Baptist Church 7665 Fm 512 Wolfe City	Ken Scarlett	Margaree Tarpley	4	4	3
435	Reecy Davis Rec. Center 4320 Lee Greenville	Deborah Hoskins	Rebecca Terry Hill	4	4	1
436	Campbell Community Center 111 W Main St Campbell	M. Lee Greninger	Barbara Choate	4	4	1
EARLY VOTE	Hunt Co Voter Administration 2217 Washington Greenville	Peggy Evans	Brenda Weston			
CENTRAL COUNT	Hunt Co Voter Administration 2217 Washington Greenville	Roy Baker	Olivia Manning			

11,647

FDAO
COUNTY CLERK HUNT CO. TX
16 AUG 24 AM 11:55
BY: [Signature]

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
Hunt County
FOR 9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE
MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 Hunt County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 Hunt County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 The local government is required to perform database maintenance activities as mandated in CSEC Rule 251.9.
- 1.5 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.6 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by

- NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

- 3.2 The basic equipment categories are:
- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - b. Database Maintenance/GIS Equipment
 - i. Computers – hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
 - c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Recorders
- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.
- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.11 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.12 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.13 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.

Maintenance

- 3.14 NCTCOG shall practice preventive maintenance on all CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.15 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.16 Local Government shall notify NCTCOG Field Specialist when there is any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.
- 3.17 Local Government shall immediately notify NCTCOG Field Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.18 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.19 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 1. via email to support@nct911.org
 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 3. <http://tracker.nctcog.org/scc>

Supplies

- 3.20 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, Database Maintenance and Ancillary equipment (i.e. printer supplies and paper).

Training

Local Government shall:

- 3.21 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.22 Notify NCTCOG in writing of any new 9-1-1 telecommunicators listing their name, agency email (if applicable) and date of hire. These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government shall provide a copy of the agencies approved Learning Objectives and Lesson Plan (that meets or exceed standards) to NCTCOG 9-1-1 and document in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.23 Ensure that 9-1-1 telecommunicators meet minimum training best practices developed by CSEC and posted on their website.
- 3.24 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.25 Ensure that 9-1-1 PSAP Supervisor attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.26 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Strategic Plan and abide by TCLEOSE mandated rules and regulations for telecommunicator certification requirements.
- 3.27 Ensure that 9-1-1 PSAP Supervisor attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Strategic Plan and abide by TCLEOSE mandated rules and regulations for telecommunicator certification requirements.

Facilities

- 3.29 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG Attachment D. Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.30 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.31 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.32 Local Government shall provide current access or security policies to NCTCOG.
- 3.33 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.34 Designate a PSAP Supervisor and provide related contact information (to include an after hour pager or wireless number) as a single point of contact for NCTCOG.
- 3.35 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.36 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.37 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.38 Test alternate routing switch(es) once a month and so note on the log posted by the switch. If there is a problem, Local Government shall notify the NCTCOG Technical Team. If the problem is not resolved within 24 hours, the PSAP shall notify NCTCOG's PSAP Field Specialist.
- 3.39 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.40 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. Copies should also be made available upon request by NCTCOG and Department of Justice.
- 3.41 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.42 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.43 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.44 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.45 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.46 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.47 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by going to the

- released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.48 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
 - 3.49 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*
 - 3.50 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
 - 3.51 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
 - 3.52 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
 - 3.53 Each PSAP shall have an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
 - 3.54 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation may occur.
 - 3.55 Comply with NCTCOG policy and procedures for PSAP moves/changes. (See Attachment E)
 - 3.56 All telecommunicators shall be able to operate the generator.
 - 3.57 All telecommunicators shall be able to engage the UPS bypass switch.
 - 3.58 All telecommunicators shall re-transmit all wireless call to receive most accurate caller location.

Performance Monitoring

- 3.59 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds.*

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services, the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.2 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days

of the receipt of a request for addressing databases or information made under the Texas Public Information Act.

- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements, which are under review and subject to change.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.

- business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is: Hunt County, P.O. Box 1097, Greenville, TX 75043
Attention: County Judge, John Horn.
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2010 on behalf of NCTCOG and Local Government, and it ends on August 31, 2011. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

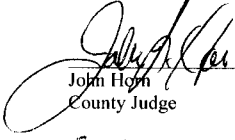
Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:
- Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
 - Manual ALI Query Request (Attachment B)
 - NCTCOG Equipment Room Site Requirement (Attachment C)
 - NCTCOG Host Agreement (Attachment D) where applicable
 - NCTCOG Move, Add or Change Procedure (Attachment E)
 - NCTCOG GIS Requirements

This contract is binding on, and to the benefit of, the parties' successors in interest.

- 13.5 This contract is executed in duplicate originals.

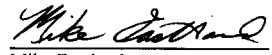
HUNT COUNTY



John Horn
County Judge

8-23-2010
Date

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS



Mike Eastland
Executive Director

August 9, 2010
Date

Attachment A

**Contract for Services between the
Commission on State Emergency Communications (CSEC) and
North Central Texas Council of Governments (NCTCOG)**

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall

advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

- 2.5 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C - Post Award Requirements, Section .20 - Standards for Financial Management Systems - which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
 - (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
 - (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
 - (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 The Commission shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2010-2011 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.
- 6.3 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.4 The RPC shall assist the Commission in creating comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.5 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the governor's office is required to use federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.6 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money

allocated to the RPC in accordance with Health & Safety Code, Section 771.078, and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 8.4 The request shall include a narrative description of what the 9-1-1 funds are to be used for, and how these expenditures relate to the RPC's strategic plan.
- 8.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and applicable law. Upon review and approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
 - (a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) Projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) Strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:
- (a) Financial information regarding administrative and program expenses; and
 - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs.

Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

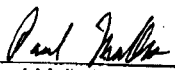
- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

- 13.1 The RPC shall work with the Commission and the local governments to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 13.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

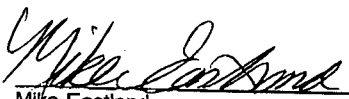
- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2009, and shall terminate on August 31, 2011.

AGREED TO:



 Paul Mallett
 Executive Director
 Texas Commission on State Emergency Communications
 333 Guadalupe, Suite 2-212
 Austin, Texas 78701-3942

7/23/09
Date



 Mike Eastland
 Executive Director
 North Central Texas Council of Governments
 P. O. Box 5888
 Arlington, Texas 76005

7/24/09
Date

RECEIVED
 JUL 31 2009
CSEC

Attachment B

Manual ALI Query Request



North Central Texas
Council of Governments

9-1-1 Program

PSAP Name: _____

Date: _____

The 9-1-1 premises equipment provided by NCTCOG at this PSAP has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and database provider. Manual ALI query services will be used in the handling of emergency calls only.

This PSAP and the operators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG database coordinator has access to a statistical report of Manual ALI bids per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief or Sheriff

Date

Communications Supervisor

Date

Attachment C

NCTCOG Equipment Room Site Requirements

SITE REQUIREMENTS

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1. GENERAL

1.1. Introduction

- 1.1.1 The following information will assist the customer in preparing the PSAP site for E911 equipment installation. These requirements and guidelines are given to promote a safe environment for customer and installation personnel and to ensure a reliable E911 system.

2. CUSTOMER SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

- 2.1.1 The customer is responsible for costs associated with adhering to the requirements in this section and ensures that the requirements are met and applicable local ordinances and regulations are followed.
- 2.1.2 Any deviations from these requirements will require a review by NCTCOG personnel.

2.2. Equipment Area

- 2.2.1 A maintenance space or access area around the equipment units should be available. This area should remain clear of all desks, machines, shelves, cabinets and storage. NCTCOG personnel will not move customer material to gain access to equipment or backboards.
- 2.2.2 The equipment area should be as dust free as possible during and after installation. The floor should be clean, dry, level and free from vibration. The wall and ceiling finish should be a dust free surface that can be cleaned and will not flake.

- 2.2.3 A minimum clear ceiling height of 7'6" under girders or other obstructions throughout the equipment area should be provided.
- 2.2.4 A sheet of ½ inch plywood, mounted 2 feet from the floor, shall be provided for mounting cross connect blocks and other E911 equipment. The plywood shall be painted or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

2.3. Structural Requirements and Guidelines

- 2.3.1 The site floor condition should be checked before installing E911 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.
- 2.3.2 The size of the E911 equipment location should be at least 40 square feet. However, the actual size requirements will be determined and agreed upon during the NCTCOG site visit.

2.4. Environmental Requirements and Guidelines

- 2.4.1 The ambient temperature and relative humidity in the E911 equipment area should be maintained in a range of 55 to 85 degrees Fahrenheit with relative humidity in the range of 20 to 55 percent.
- 2.4.2 The E911 equipment location should be an air-conditioned space, with adequate airflow and no condensation.
- 2.4.3 E911 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.
- 2.4.4 E911 equipment should not be installed in a flood-prone space or area with high risk of water damage.
- 2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the E911 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

- 2.5.1 The E911 equipment shall be located in an area that meets the following objectives:
 - a) Interference from electromagnetic fields less than 2 volts per meter.
 - b) No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.
 - c) No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

2.6. Acoustics

- 2.6.1 The sound levels in the E911 equipment area shall comply with OSHA requirements.

- 2.6.2 The sound level in the calltaker location should not exceed 55 dBA, as measured on a sound level meter.

2.7. Lighting

- 2.7.1 A light intensity of 30 to 100 foot-candles shall be provided around the E911 equipment cabinet for maintenance activities.

2.8. Fire Protection

- 2.8.1 The customer shall provide chemical fire protection equipment at the E911 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.
- 2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, the E911 equipment should be protected from water damage.

2.9. Grounding and Bonding Information, Recommendations and Requirements

- 2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.
- 2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.
- 2.9.3 All AC receptacles serving E911 equipment shall be grounded type receptacles.
- 2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for E911 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the E911 circuit breaker box shall be electrically continuous from the source of the AC system.
- 2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve E911 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.
- 2.9.6 The E911 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system. If so equipped, the customer shall allow access to the bus bar and/or grounding conductors for connection of grounding conductors serving E911 equipment, when required.
- 2.9.7 When required by the E911 equipment manufacturer or when E911 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the customer in the area where the E911 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:
- a) Dedicated grounding conductor extended from the site's earth electrode system

- b) Building structural steel, provided it is bonded to the site's earth electrode system
- c) Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d) Metallic conduit, raceway or panel containing service conductors
- e) Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f) If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g) If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10. AC Power Requirements and Guidelines

- 2.10.1 AC surge protection should be provided at all electrical outlets providing power to customer owned equipment, such as displays and printers that interface with E911 equipment.
- 2.10.2 All customer provided AC power circuitry shall comply with the NEC and local codes.
- 2.10.3 The electrical load center shall be provided as follows:
 - a) The main E911 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
 - b) The feeder breaker shall be designated "E911 Panel."
- 2.10.4 The circuit breaker box shall be surface mounted to the wall in the E911 equipment location. The circuit breaker box shall be dedicated and used exclusively for E911 equipment.
- 2.10.5 The dedicated E-911 AC power service cabinets shall be designated with name, number, voltage and type of service, e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. E-911 Circuits Only."
- 2.10.6 The conduit serving the E911 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.
- 2.10.7 The "serving load center" for the E911 circuit breaker box shall be connected to the local emergency generator bus, to provide continued electrical service in the event of a commercial power failure.
- 2.10.8 To prevent E911 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the E-911 system:
 - a) Operator positions (both telephone sets and displays)
 - b) ANI and ALI controllers

- c) ALI link modems and Network interfaces
- d) Telephone common equipment
- e) TDD/TTY devices
- f) Recording devices.

The UPS shall be equipped with a manual by-pass switch to allow maintenance.

- 2.10.9 Each receptacle serving E911 equipment shall be dedicated to E911 equipment and shall be on a separate circuit breaker.
- 2.10.10 The electrical outlets shall be wired from the E911 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated E-911 circuit breaker with the location of the circuit being served.
- 2.10.11 Extension power cords shall not be used in permanent installation for power to E911 equipment.
- 2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.
- 2.10.13 Each answering position shall have a minimum duplex outlet for the CRT and telephone set. However, different applications may require additional outlets.
- 2.10.14 The AC service provided for the E911 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the E911 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

- 2.11.1 The customer shall provide suitable access for movement of equipment into and out of the building. Such arrangements may be discussed with the NCTCOG rep during the site visit .
- 2.11.2 The customer shall provide a suitable route, per local ordinances, for installing cable:
 - a) From the E911 equipment location to the room in which the attendants are located
 - b) From the cable entry of the building to the 911 equipment area/room.
- 2.11.3 The E911 equipment location should be secured from access by unauthorized personnel. However, access to NCTCOG installation and maintenance personnel should be provided on a 24 hour basis.

Attachment D
NCTCOG Host Agreement

Attachment E

NCTCOG Move, Add or Change Request

NCTCOG Move or Change Procedures for 9-1-1 CPE Equipment

- 1: Local Government shall notify NCTCOG in writing of any move, add or changes as soon as Local Government is made aware, or no less than 120 days.
- 2: Notification must be on Local Government letterhead and signed by the authorized official or designee.
- 3: Notification must include the following:
 - A: Date of move or change.
 - B: If moving, the location of the new facility.
 - C: If change, a time frame will need to be defined.
 - D: Local Government primary contact information.
- 4: Local Government shall invite and notify NCTCOG of all meetings in conjunction with move and change requests.

Attachment F
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2010– August 31, 2011

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALI. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
 - The following data at a minimum will be incorporated:
 - Pre-directional
 - Street Name
 - Type
 - Post Directional
 - 9-1-1 Community Boundary both left and right
 - Address Ranges (left from, right from, left to, right to)
 - ESN Boundary both left and right
 - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum will be incorporated:
 - Structure Number
 - Structure Street Name
 - Structure 9-1-1 Community Name
 - Latitude Coordinate
 - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be incorporated:
 - Emergency Service Number (ESN)
 - Law Responders
 - Fire Responders
 - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - 9-1-1 Community Name

- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name
 -
- Common place points spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - Common Place Name
 - Common Place Type

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file or geodatabase format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The addressing agent shall track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

GIS Accuracy Based Reimbursement

NCTCOG shall provide reimbursement to mapping entities in an effort to alleviate and/or severely reduce the number of MSAG to GIS database mismatching records. NCTCOG's goal is to achieve 98% accuracy within the fiscal year 2011 of the reimbursement program.

In the fiscal year 2011 the program will focus on reducing mismatching records by establishing funding levels for each county. The error rate will be broken into two categories; county and city. Quarterly targets shall be established and monitored monthly to ensure the effort is on track.

In cases where the rate of improvement does not track with achieving the 98% target, corrective action will be discussed with the county. This may include using allocated reimbursement funds to obtain outside help to meet the target.

NCTCOG's annual reimbursement to mapping entities shall be divided into four categories: Maintenance (Base), Maintenance (Variable), Remediation and Projects.

NCTCOG shall fund each category with the approximate percentage of available funds shown below:

Category	Percentage
Maintenance Base	25
Maintenance Variable	25
Remediation	42
Projects	8

Maintenance (Base)

Each GIS entity within NCTCOG's GIS program shall continue to receive a reimbursement to support new address and streets added to the database. This is considered the Maintenance (Base) reimbursement¹.

Funds from this category will be distributed equally among counties. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Category Funding Total}}{\text{Number of Counties}}$$

Maintenance (Variable)

This category is established to provide additional reimbursement based on the number of database records.

The county shall be reimbursed based on its proportional share of the total regional records. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Record Count}}{\text{Regional Record Count}} \times \text{Category Funding Total}$$

Remediation

The remediation category provides reimbursement for the effort required to bring the GIS databases in the county and cities within the county to the 98% accuracy objective.

The county shall be reimbursed its weighted share based on the percentage of records (including county and city databases) mismatching as of the beginning of the fiscal September 1, 2010.

$$\text{Reimbursement} = \left(\frac{\text{Record Count}}{\text{Regional Record Count}} \times \frac{\text{Mismatched Record Count}}{\text{Record Count}} \right) \times \text{Category Funding Total}$$

¹ All record counts include the sum of county and city records unless otherwise specified.

Projects

Projects submitted by the counties are established to improve city database accuracy to meet the 98% objective. The process below shall be used:

1. NCTCOG shall provide database statistics to the county to include:
 - a. Total number of regional records
 - b. Total number of county records
 - c. Total number of city records within the county
 - d. Percent mismatch in the county database
 - e. Percent mismatch in the database for each city within the county
2. The county shall establish a project plan identifying city database(s) involved, the process for resolving mismatches, specific improvement targets and the process for ongoing maintenance of the data.
3. NCTCOG shall set-up Project Kickoff meeting where the overall reimbursement plan will be presented and discussed. All counties and cities shall be invited.
4. The county shall execute the project plan including results in the aforementioned monthly report to NCTCOG.

NCTCOG shall monitor the county reports to determine results are on track to meet the overall objective. Should the results indicate targets are not being met, NCTCOG shall contact the county to discuss progress and a remedial plan to get back on track. This remedial plan may include utilizing funds to acquire outside assistance.

North Central Texas Council of Governments

Requirements for GIS & Database Maintenance
Effective April 1, 2009

Introduction

Geographic Information Systems has redefined emergency response over the last decade. It is now assumed that a 9-1-1 call placed from a traditional land-line telephone can be plotted on a map automatically and wireless callers can be pinpointed accurately. The need for accurate GIS data is even more critical because it is no longer used solely for display on a screen as a visual cue for a dispatcher to evaluate and determine the appropriate responders. GIS is now beginning to drive the actual routing of emergency calls, which before were hard-coded entries in a database. GIS has taken a lead role in defining emergency response for the coming decades.

In reviewing the National Emergency Number Association (NENA) best practices documentation¹, the Texas Commission On State Emergency Communications (CSEC) Recommended Best Practices for GIS and Mapping² and the findings of a process and data audit performed by L. Robert Kimball and Associates, consultant to the 9-1-1 program, NCTCOG endorses the minimum GIS requirements and through the following paragraphs, incorporates them into the Agreement between NCTCOG and the County as an amendment.

GIS Requirements:

The Commission on State Emergency Communications' (CSEC) requires local addressing programs to follow the state's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VI. Map Base Layers and Data Fields, are required to be followed to meet the Minimum Map Base Layers (road network, political boundaries [incorporated cities and MSAG communities], and ESZ boundaries) and for the address structures Recommended Map Base Layer. Together, these GIS layers form the Core GIS Layers that support optimum addressing activities throughout the region. In an attempt to stay up to date and to provide as much assistance as possible, NCTCOG encourages the counties to forward this data at least quarterly to NCTCOG's 9-1-1 Program using any currently supported ESRI data format. It is suggested that the counties, at a minimum, back up the Core GIS Layers weekly.

To assure accurate and complete GIS information, it is necessary to follow CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VII. Database. Attribution of the Core GIS Layers containing address information (road network and address structures) must match the related Master Street Address Guide (MSAG) fields.

CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module V. Positional Accuracy specifies the positional tolerance of map data to be within 33 feet of the actual location. NCTCOG requires that all new data be created within

these recommended tolerances. Legacy data that appears to violate the positional tolerance standard when viewed against current aerial imagery should be adjusted using the current aerial imagery or GPS (Global Positioning System) capable of satisfying the requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon should precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveway is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability

- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator should assign addresses on the final development plat prior to its approval. Developers should provide the Addressing Coordinator with a paper copy of the final development plat and a geo-referenced Computer Aided Drafting (CAD) file or ESRI shape files. If changes are made to the as-built plat, they should be communicated to the Addressing Coordinator, so that the map may be accurately revised.

NCTCOG encourages the County to maintain a list of contacts of all local addressing authorities within the county. NCTCOG's 9-1-1 Program or the County will host meetings at the County to discuss issues affecting GIS and 9-1-1 addressing, such as recent or future growth, boundary disputes, addressing practices, or aerial imagery acquisition. Meetings will be held annually at a minimum, and the County Addressing Coordinator or NCTCOG 9-1-1 Program will be responsible for sending invitations. In coordination with the NCTCOG 9-1-1 Program, the County will be responsible for setting the agenda, and documenting participation, and following up on issues raised by meeting attendees. Invitees should include the local addressing authorities, GIS staff within cities and the County, and any other persons deemed necessary by any city, or the County.

It is recommended that communications take place regularly between the Addressing Coordinator and any relevant addressing personnel from the cities. The purpose of the meetings is to address any addressing issues that may be of concern to all parties.

Conflicts and problems related to the 9-1-1 GIS data maintained by the County should be resolved by the County, if at all possible. If any issue regarding the GIS data arises which the County cannot resolve, the County should contact NCTCOG for assistance in order to help determine the best course of action.

It is the County's responsibility to resolve any discrepancies between the Core GIS Layers and the information displayed at the PSAP, as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program in writing that the discrepancies have been corrected and will be included in the next update.

The County should provide city boundary updates to NCTCOG's 9-1-1 Program when they are communicated to the County.

The County is requested to annually validate and document Fire District and Emergency Medical Service boundaries, and provide updates to NCTCOG's 9-1-1 Program.

Database Requirements:

It is important for the County to meet all of the requirements set forth in the Texas Administrative Code TITLE 1 (Administration) PART 12 (Commission on State Emergency Communications) CHAPTER 251 (Regional Plans--Standards) RULE §251.9 Guidelines for Database Maintenance Funds³.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator should track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

¹http://www.nena.org/media/File/02-014_20070717.pdf

²<http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approve%20d.pdf>

³[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9)

11,648

DEPARTMENT OF STATE HEALTH SERVICES



10 AUG 24 AM 11:56
COUNTY CLERK HUNT CO. TX
BY: [Signature]

This contract, number 2011-036151-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and COUNTY CLERK OF HUNT COUNTY (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.
2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.
3. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2012. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.
5. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services
 Address: 1100 West 49th Street
 Austin, Texas 78756-3199
 Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that it has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. Exchange of Client-Identifying Information. Except as prohibited by other law, Receiving Agency and Performing Agency shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code §614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

D. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

E. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent

and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

F. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

G. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

H. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

J. Inspections.

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

L. Credits.

Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

16. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

COUNTY CLERK OF HUNT COUNTY

By: Bob Burnette
Signature of Authorized Official

By: [Signature]
Signature

8/10/10
Date

8-23-2010
Date

Bob Burnette, C.P.M., CTPM

Jean L. Han - Judge
Printed Name and Title

Director, Client Services Contracting Unit

2520 Lee St
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Greenville, TX 75753
City, State, Zip

(512) 458-7470

903-408-4146
Telephone Number

Bob.Burnette@dshs.state.tx.us

JLHAN@HUNT COUNTY, TX
E-mail Address for Official Correspondence