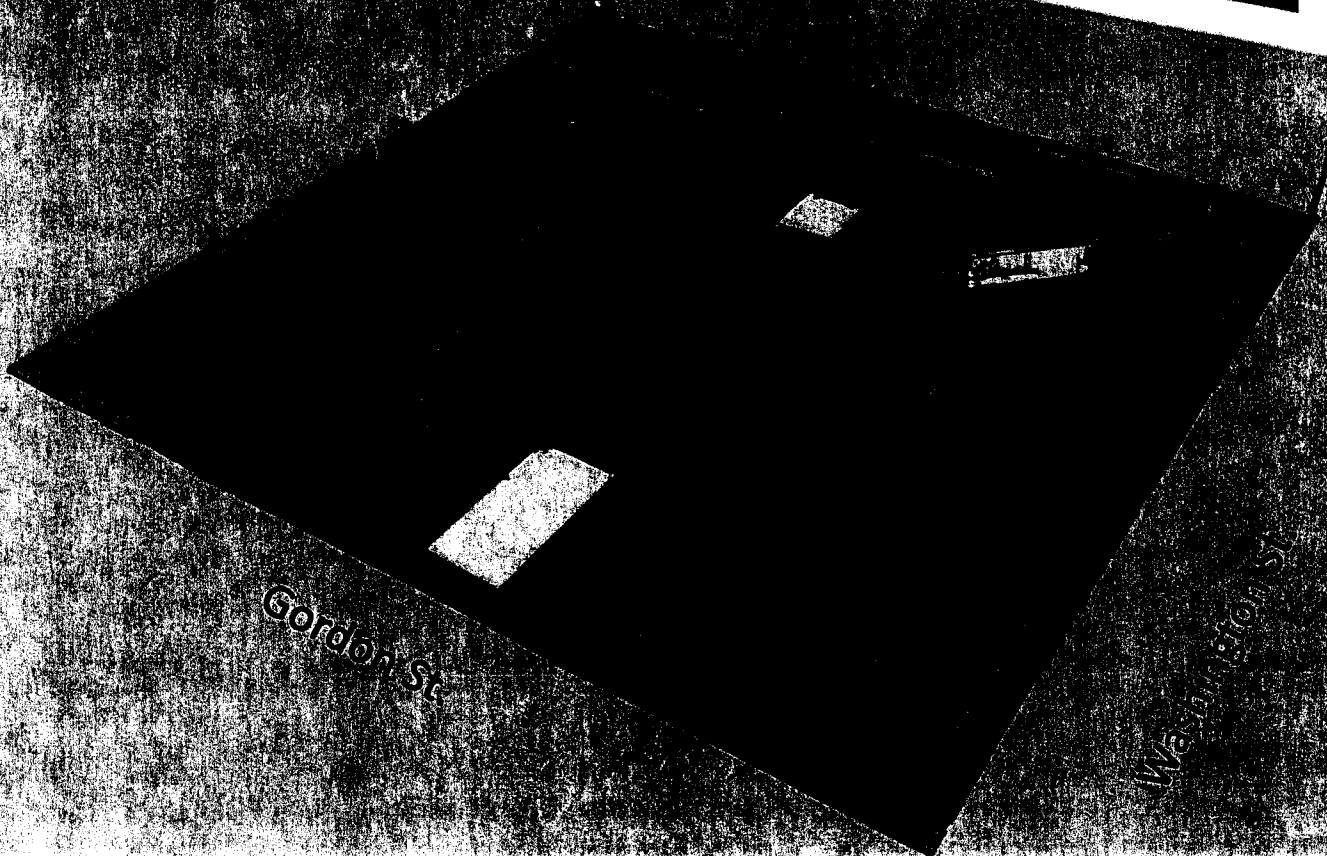




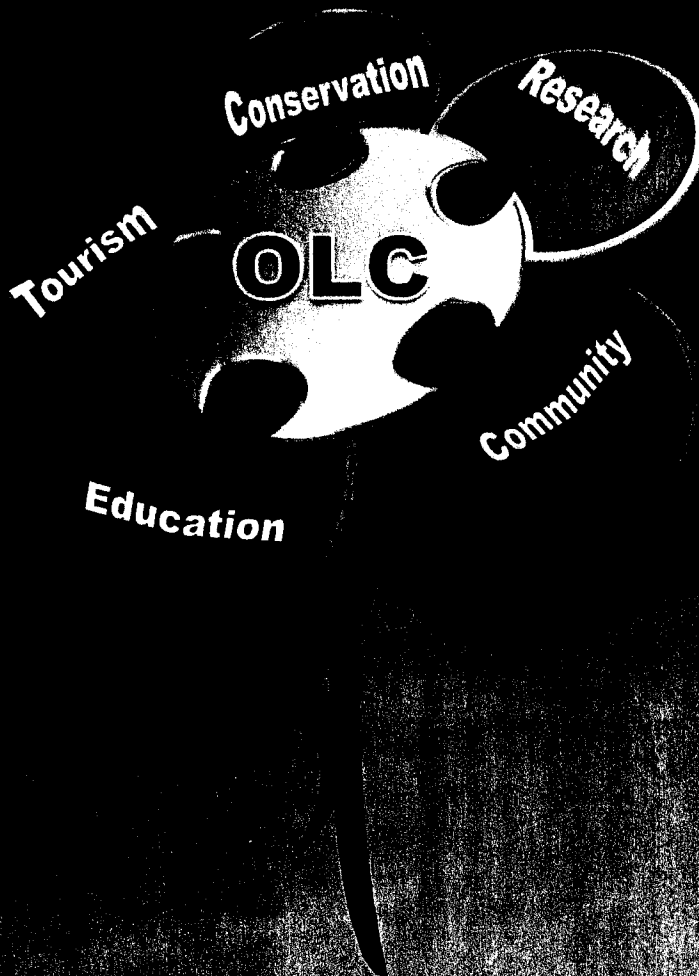
Preliminary Sketches Designed by Paris Blanc Collard



Gordon St.

Washington St.

O
L
C



- Provides an open air laboratory for research & demonstrations
- Provides an area for more than 60,000 county residents
- Provides hands-on learning for field trips for Hunt County's 15,000 students.
- Provides Tour Texas Road Stop featuring Heritage Garden
- Complements the ongoing Downtown Greenville Revitalization Campaign
- Establishes an Open Air Potential for arts and science visions for all county residents and visitors to enjoy.

Hunt County Master Gardeners were recently
the recipient of the 2011 Follies Grant



11, 661
11, 662

RESOLUTION

FILED IN THE COUNTY CLERK'S OFFICE
10 SEP 17 2010
BY [Signature]

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF RURAL AFFAIRS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of the County of Hunt desires to develop a viable rural community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

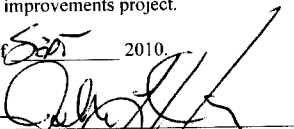
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the County of Hunt to apply for funding under the 2011/2012 Texas Community Development Block Grant Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Rural Affairs.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000 of grant funds to provide water improvements.
4. That the Commissioners Court directs and designates the County Judge as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That it is further stated the North Hunt County Special Utility District will contribute \$27,500 toward the administrative activities of this water improvements project.

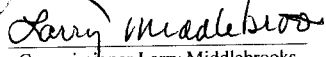
Passed and approved this 13 day of Sept 2010.



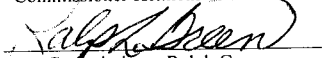
Judge John L. Horn



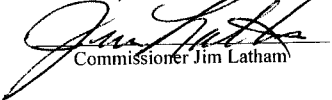
Commissioner Kenneth Thornton



Commissioner Larry Middlebrooks

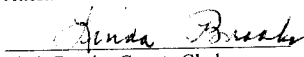


Commissioner Ralph Green



Commissioner Jim Latham

Attest:



Linda Brooks, County Clerk

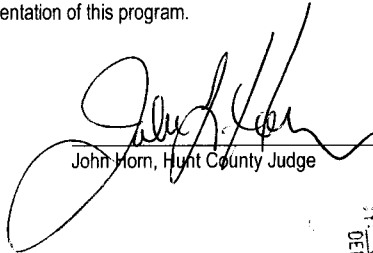
11 661
34 (062)
COMPLAINT PROCEDURES

The County of Hunt agrees to implement the following procedural requirements for responding to local complaints regarding its Texas Community Development Block Grant Programs.

10 T.A.C. Section 1.13 – COMPLAINT SYSTEM

- A. A recipient who has a comment or complaint about the quality of service funded by a block grant administered by the Texas Department of Rural Affairs (TDRA) may submit such comment or complaint in writing to the County Judge.
- B. The County Judge shall transmit a copy of the comment or complaint to the entity, which is the subject of the comment, or complaint within two (2) calendar days and request a response to the comments or complaints arising under the Texas Community Development Block Grant Program.
- C. The entity shall complete its investigation of the comments or complaint and submit its findings, in writing, to the County Judge within seven (7) business days after the date the entity received the comment or complaint, or notify the complainant, within such period, of the date the investigation can be completed.
- D. The County Judge shall notify the complainant of the finding before the 15th business day after the date the comment or complaint was received or shall notify the complainant, within such period, of the date the investigation can be completed.
- E. The County Judge shall notify the complainant of the status of the complaint at least quarterly and until the final disposition of the complaint unless the notice would be jeopardized and undercover.
- F. The County shall consider the history of complaints regarding a contractor in determining whether to enter into a new Texas Community Development Block Grant Program contract with the contractor.

As an officer and representative of the County of Hunt, I the undersigned have read and fully agree to the procedure and become a party to the full implementation of this program.




 John Horn, Hunt County Judge

Attest:



 Linda Brooks, County Clerk

FILED FOR RECORD
 LINDA BROOKS
 COUNTY CLERK HUNT CO. TX
 10 SEP 17 PM 12:35
 DEPUTY


11, 664

SEP 17 PM 12:35
CLERK OF COUNTY COURTS
JIM BARKER
BY DEPUTY

RESOLUTION AUTHORIZING COUNTY GRANT

**TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF HUNT TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO SENIOR CENTER RESOURCES AND PUBLIC TRANSIT, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

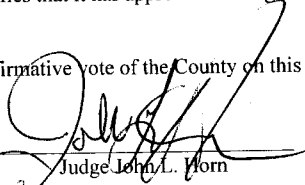
BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$5,000.00 to be used between the 1st of October, 2010 and the 30th of September, 2011.

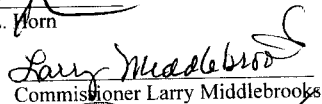
SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

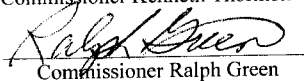
SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

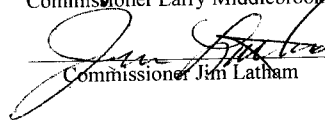
Introduced, read, and passed by the affirmative vote of the County on this 13th day of September, 2010.


Judge John L. Horn


Commissioner Kenneth Thornton


Commissioner Larry Middlebrooks


Commissioner Ralph Green


Commissioner Jim Latham

Attest:  County Clerk



TODD STAPLES, COMMISSIONER

Texans Feeding Texans: Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

*P.O. Box 12847 Austin, Texas 78711 • Voice (800) 835-5832 • (512) 463-6695
Hearing impaired: (800) 735-2988 • www.texasagriculture.gov*

FY 2011 APPLICATION PACKET

- Application Instructions
- Application
- Attachment A – Meal Number Worksheet
- County Resolution Form
- Direct Deposit Form
- Payee Identification Form

Thank you for your interest in the Home-Delivered Meal Grant Program. If you have any questions, please contact TDA's External Relations Division at (512) 463-6695 or (800) TELL-TDA (1-800-835-5832)



TODD STAPLES
COMMISSIONER

Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

Grant Application Form ER-201 Instructions

APPLICATIONS HAVE A POSTMARK DEADLINE OF MONDAY, NOVEMBER 1, 2010.

NO LATE APPLICATIONS WILL BE ACCEPTED.

Even if your application is incomplete, it must be received by the deadline. If needed, applicants will be allowed to submit supplemental information and/or make modifications to their application(s) after it is reviewed by TDA.

REQUIRED: In order to be eligible for funding, the following items *are required* with the signed application:

- Attachment A – Meal Number Worksheet
- An IRS Determination Letter if the organization is a private nonprofit.
- List of the Organization’s Board of Directors and Officers if the organization is a private nonprofit.
- A completed resolution form from the county in which funding is being sought, providing the amount of the county grant and approving the applicant organization’s accounting system or fiscal agent. The provided TDA resolution form must be used.
- Most recent annual financial statements (Balance Sheet **and** Profit and Loss Statement) or audited financial report

OPTIONAL: Additional attachments that *may be* included, as applicable:

- A Direct Deposit form to receive the organization’s grant payment electronically.
- A Taxpayer Identification Number (TIN) application – complete and submit this form if the organization has not received payments of any kind from the state of Texas in the past; it will be needed to issue your grant payment.

(1)	Full Legal Business Name – Provide the organization’s legal business name, ensuring it agrees with the business name on the County Resolution Form and financial statements.
(2)	DBA ‘Doing Business As’ Name – Provide this information if needed to clarify application materials.
(3 - 7)	Mailing Address – Provide a <u>mailing</u> address for the organization. Most correspondence will be sent to this address.
(8 - 12)	Physical Address (Street Address) – Provide a <u>physical</u> address for the organization if it differs from the mailing address. Time-sensitive information will be delivered to this address.
(13)	Federal Identification Number – This <u>nine-digit number</u> is also known as an Employer Identification Number (EIN).
(14)	To be eligible for this grant program, an organization must be a nonprofit organization exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1986, <u>OR</u> a governmental agency. Check the box that correctly defines the organization. If you are uncertain of the business type, contact the organization’s accountant or attorney for clarification. If the organization is nonprofit, additional information will be required as listed in the application checklist section.
(15)	Provide the grant amount awarded to the organization by the county stated in Question 31. If a county grant is less than 25 cents per elderly* resident, according to the last federal decennial census, to organizations in that county, each organization that applies and is eligible to receive grant funds will have their grant reduced in proportion to the amount by which the county grants were less than 25 cents

	<p>for each elderly resident. (*- "Elderly" is 60 years of age or older.)</p> <p>The county grant must be awarded during state fiscal year 2010 (September 1, 2009 – August 31, 2010). A resolution from the county stating the grant amount must be included as an attachment to the application. The required resolution form is provided at the end of this application.</p>
SECTION II - CONTACT PERSONNEL	
(I) PRIMARY PROGRAM CONTACT	
(16)	Title – Check one box for the primary program contact; if the correct title is not listed, write it in under "Other."
(17 - 19)	Full Name - Provide the name of the organization's primary program contact. This person will serve as the point of contact and representative who can answer day-to-day questions about the organization. This person is authorized to sign any reports, surveys and questionnaires or answer any other official inquiries from the TDA. This may be the Program Director.
(20)	E-mail Address – Provide the primary program contact's e-mail address if available. E-mail addresses are confidential and will not be sold. E-mail addresses allow TDA to communicate faster and more efficiently with organizations throughout the application process and grant year.
(21)	Phone Number – Provide a daytime phone number for the primary program contact person.
(22)	Fax Number – Provide a fax number for the primary program contact person.
(II) AUTHORIZED OFFICIAL	
(23)	Same As Above – If the Primary Program Contact is also the Authorized Official for the organization please check this box and move to Question 31 in Section C.
(24)	Title – Check one box for the authorized official contact; if the correct title is not listed, write it in under "Other."
(25 - 27)	Full Name - Provide the name of the organization's authorized official. This person is authorized to enter into legal agreements on behalf of the organization. This may be the President or Executive Director.
(28)	E-mail Address – Provide the authorized official's e-mail address if available. E-mail addresses are confidential and will not be sold. E-mail addresses allow TDA to communicate faster and more efficiently with organizations throughout the application process and grant year.
(29)	Phone Number – Provide a daytime phone number for the authorized official.
(30)	Fax Number – Provide a fax number for the authorized official.
SECTION III - MEAL DELIVERY	
*An organization may submit one application for meals to the TDA for the period 2009-2010.	
(31)	Provide the name of the Texas county where meals were delivered during the eligibility period (September 1, 2009 – August 31, 2010) for which you are seeking TDA funding.
(32)	<p>Provide the number of home-delivered meals delivered in the county stated on Question 31 during the eligibility period (September 1, 2009 – August 31, 2010). All home-delivered meals delivered to homebound persons 60 years or older and/or disabled persons should be included, regardless of the source of funding. Meal numbers should include all home-delivered meals, such as Title III, XIX, XX, Program Income, FEMA, and locally funded meals. If your organization has other categories, you should include them with a detailed explanation.</p> <p>A home-delivered meal must contain at least one-third of the United States Department of Agriculture's Food and Nutrition Center's recommended daily dietary allowance for adults, or documented allowable substitutions approved by the meal provider's dietary consultant. To be eligible for the Texan Feeding Texans: Home-Delivered Meal Grant Program, a home-delivered meal must be delivered to the recipient client or authorized, designated, and documented party or person responsible for accepting the home delivered meal on behalf of the recipient client. (The meal may not be left on the recipient client's doorstep, or delivered to an unauthorized, undesignated, or non-documented party or person.) If a provider agency cannot locate a client after two consecutive meal delivery attempts, the meal may no longer be counted as a home-delivered meal, until such time the provider agency is able to document resumption of service and actual delivery to recipient client, or authorized, designated, and documented party or person responsible for accepting the meal on behalf of the responsible client. Following an interruption in service, a provider agency may resume service to a recipient client or an authorized,</p>

	<p>maintaining documentation of (1) the date services were resumed, (2) the number of meals actually delivered per week, and (3) the days the meals were actually delivered to the recipient client or an authorized, designated, and documented person or party or person responsible for accepting the meal on behalf of the recipient client.</p> <p>A person is considered to be homebound if that individual is confined to home because of a condition, resulting from age, infirmity, illness, or injury, that restricts the ability of the individual to leave his or her home except without the assistance of another individual or the aid of a supportive device (such as crutches, a cane, a wheelchair or a walker) or if the individual has a condition such that leaving his or her home is medically contraindicated.</p> <p>A person is disabled if that person has a medically documented record of a physical or mental impairment that substantially limits one or more of the major life activities of such individual.</p>
(33)	<p>Check either box 'Yes' or 'No' to whether the applicant serves congregated meals in the county they are applying for. <u>Congregate meals are not eligible for Texans Feeding Texans: Home-Delivered Meal Grant funds</u>; however, TDA is trying to make sure applicants are consciously separating the home-delivered and congregated meals as to avoid errors in grant calculations.</p> <p>A congregate meal is a meal served in a group setting, not at the eligible person's home. A congregate meal is not eligible for funding under the Texan Feeding Texans: Home-Delivered Meal Grant Program.</p>
(33A.)	<p>If you checked 'Yes' in Question #33, please initial in the space provided <u>verifying that congregate meals were not included in the total number of home-delivered meals reported</u> for Question #32. If you answered 'No', please check the box labeled N/A.</p>
(34)	<p>Please check 'Yes' or 'No' to whether the applicant organization serves home-delivered meals in multiple Texas counties.</p>
(34A.)	<p>If you checked 'Yes' in Question #34, please initial in the space provided that <u>only home-delivered meals delivered in the county stated in Question #31</u> were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A.</p>
(34B.)	<p>If you checked 'Yes' in Question #34, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds.</p>
SECTION 4: CERTIFICATION	
<p>All applicants must complete this section. The organization's Authorized Official and the Chair of the Board of Directors (if applicable) must sign the Certification. <u>The signatures must be notarized.</u> **NOTE** A non-profit must have 2 separate people sign their application. The Authorized Official <u>cannot</u> be the Chair of the Board of Directors.</p> <p>The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines, incarceration and/or forfeiture of funds under applicable state law.</p>	
SECTION 5: ATTACHMENT A	
<p>Attachment A is required in order for your application to be complete. Using this worksheet, please indicate, by each funding source, how many home-delivered meals the organization delivered during the <u>State Fiscal Year, September 1, 2009 – August 31, 2010</u>, to eligible clients in the County stated on Question 31 of this application.</p>	



TODD STAPLES, COMMISSIONER

Texas Department of Agriculture

Texans Feeding Texans: Home-Delivered Meal Grant Program

Mailing Address: P.O. Box 12847, Austin, Texas 78711

Physical Address: 1700 N. Congress Avenue, Austin, Texas 78701

APPLICATIONS HAVE A POSTMARK DEADLINE OF MONDAY, NOVEMBER 1, 2010.

REQUIRED:

- Form ER-201
- Attachment A
- Documentation of qualifying nonprofit private organization, if applicable (i.e. IRS Determination Letter).
- List of nonprofit's Board of Directors and Officers, if applicable.
- TDA approved resolution completed by the county in which you are applying.
- Most recent financial statements or audited financial report (Form 990 not accepted).
 - Balance Sheet and Profit and Loss Statement from the previous 12 month period
- or-
- Audited Financial Statement

OPTIONAL: Please complete if you have not previously received a TDA grant or if you would like to change previously submitted information.

- Direct Deposit Form to arrange electronic deposit of grant payments.
- Payee Identification Number Application if the organization has not received any payments from the State of Texas.

NO LATE APPLICATIONS WILL BE ACCEPTED.

Even if your application is incomplete, it must be received by the deadline. If needed, applicants will be allowed to submit supplemental information and/or make modifications to their application(s) after it is reviewed by TDA.



Texans Feeding Texans: Home-Delivered Meal Grant Program

Texas Department of Agriculture (TDA)

Mailing Address: P.O. Box 12847, Austin, Texas 78711

Physical Address: 1700 N. Congress Avenue, Austin, Texas 78701

TODD STAPLES, COMMISSIONER

[FOR TDA USE ONLY]	
File No:	_____
Date:	_____
Ref. File No:	_____

ER-201

SECTION A - ORGANIZATION INFORMATION				
(1) Full Legal Business Name Senior Center Resources and Public Transit, Inc				
(2) DBA 'Doing Business As' Name (if applicable)				
(3) Mailing Address 4912 LEE STREET				
(4) City Greenville	(5) County Hunt	(6) State Texas	(7) Zip 75401	
(8) Physical Address 4912 LEE STREET				
(9) City Greenville	(10) County Hunt	(11) State Texas	(12) Zip 75401	
(13) Federal Identification Number: (must be nine (9) digits) <u>7 5 - 1 5 3 0 8 6 3</u>				
(14) In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency. Please check one: A private nonprofit organization <input checked="" type="checkbox"/> A governmental agency <input type="checkbox"/>				
(15) Grant amount to be received from the county during the 2011 State Fiscal Year:				
SECTION B - CONTACT PERSONNEL				
(1) Name of Primary Program Contact: <i>(This person can answer day-to-day questions about the organization)</i>				
(16) Title (Check One)	<input type="checkbox"/> Executive Director	<input type="checkbox"/> Program Administrator	<input type="checkbox"/> Chief Executive Officer	
	<input type="checkbox"/> President	<input checked="" type="checkbox"/> Other <u>Operations Manager</u>		
(17) First Name Eva	(18) Middle Initial "Diane"}	(19) Last Name Mason		
(20) E-mail Address dmason@scrpt.org				
(21) Phone (903) 454 - 1444 Ext. 17			(22) Fax (903) 454 - 4150	

SECTION B - CONTACT PERSONNEL CONTINUED			
(2) Name of Authorized Official (This person is authorized to enter into legal agreements.)			
(23) Same As Above <input type="checkbox"/>			
(24) Title (Check One)	<input checked="" type="checkbox"/> Executive Director	<input type="checkbox"/> Chief Financial Officer	<input type="checkbox"/> Chief Executive Officer
	<input type="checkbox"/> County Judge	<input type="checkbox"/> Other _____	
(25) First Name David		(26) Middle Initial H	(27) Last Name Caldwell
(28) E-mail Address dcaldwell@scrpt.org			
(29) Phone (903) 454 - 1444		Ext. 18	(30) Fax (903) 454 - 4150

SECTION C - SERVICE INFORMATION	
<p><i>Applicant organization must submit one application per county. If applicant delivers meals in multiple counties, separate application is required for the meals in each county for which a grant is sought.</i></p>	
(31) The <u>County</u> in which <u>home-delivered meals</u> were delivered	Hunt
(32) Total number of HOME-DELIVERED meals delivered to homebound persons 60 years or older and/or disabled in the county stated in Question #31 between September 1, 2009 and August 31, 2010 (regardless of funding source).	
(33) Does the applicant organization serve <u>congregate meals</u> in the county stated in Question #31?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(33A.) If you answered 'YES' to question #33, please verify, by initialing on the line provided to the right , that no congregate meals were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A.	_____ <input type="checkbox"/> N/A <i>Initial Here</i>
(34) Does the applicant organization serve <u>home-delivered meals</u> in multiple Texas Counties?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(34A.) If you answered 'YES' to Question #34, please verify, by initialing on the line provided to the right , that only home-delivered meals delivered in the county stated in Question #31 were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A.	_____ <input checked="" type="checkbox"/> N/A <i>Initial Here</i>
(34B.) If you answered 'Yes' to Question #32, please list all of the Texas counties in which the organization serves home-delivered meals, <u>including</u> those for which you do not intend to apply for TDA grant funds.	

SECTION D - CERTIFICATIONS

By signing below, Applicant:

- (1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
- (2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
- (3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested;
- (4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support; and
- (5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Applicant further certifies that:

- (1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas.
- (2) Applicant practices nondiscrimination.
- (3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients.
- (4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter 0, Section 1.953 of the Texas Administrative Code.
- (5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services.
- (6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application.
- (7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.
- (8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in sections 33 and 34 of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in sections 33, 34, and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Contact name in Sub B (2) (Print)		
David Caldwell		

State of Texas
 County of _____
 SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20____.

 Notary Public, State of Texas
 Notary's printed name: _____
 Notary's commission expires: _____

Chair, Board of Directors (Print)		
Robert G. Mills		

State of Texas
 County of _____
 SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20____.

 Notary Public, State of Texas
 Notary's printed name: _____
 Notary's commission expires: _____

11,665

THE STATE OF TEXAS
COUNTY OF HUNT

1
1

IN THE COMMISSIONERS COURT
OF HUNT COUNTY, TEXAS

NOTICE OF FEES

SHERIFF AND CONSTABLE OF HUNT COUNTY, TEXAS

FILED FOR RECORD

at 12:35 o'clock P M

SEP 17 2010

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

In compliance with Article 392a(f), the following written notice is forwarded to:

- (1) The Commissioners Court of each County in the State of Texas
- (2) The State Bar of Texas

Notice of fees to be charged for services by the office of Sheriff and Constables of Hunt County, Texas, EFFECTIVE January 1, 2011

By Order entered on September 17, 2010, the Commissioners Court of Hunt County, Texas pursuant to the provisions of amended Article 3926(a) V.T.C.S., set the following fees to be charged by the Officer of the Sheriff and Constables of Hunt County, Texas to become effective on January 1, 2011.

Hunt County Fees

Service Fees	\$ 60.00
Small Claims Citation	60.00
Justice Court Citation	60.00
All Other Court Citations	60.00
Citation for Eviction + cost	60.00
Citation for Publication	75.00
Citation for Scire Facias	75.00
All Services not Specified	50.00

Notices:

Publication	75.00 + cost of publication
Order of Sale	50.00
Posting of Notice & Probate	50.00
Subpoena	50.00
Summons	50.00
Temp. Rest. Order	50.00
Temp. Ex. Parte Protective Order	50.00
Attachment	100.00
Garnishment	100.00
Execution	100.00
Sequestration	100.00
Possession	75.00
Injunction	75.00
Turnover	100.00
Distress Warrant	100.00
Temp. Exparte Order	50.00
Temp. Restraining Order	50.00
Restitution	50.00
Forcible Detainer	60.00
Restoration	75.00
Re-Entry	75.00
Other Writs Not Specified	75.00
in addition to the above fees, a \$40 per hour, or any part of standby Charge will be added after the first 2 hours per officer	40.00

Warrants	\$ 50.00
Warrants/Custody of Child	100.00
Alias/Next Co./Any other Warrant	50.00
Writ of Habeas Corpus	75.00

Other:

Writs not specified	75.00
Turnover	100.00
Writ of Re-entry	75.00
Precept to serve	75.00
Executing a Deed to Real Estate	
Under Executing an Order	30.00
Publication Fee	30.00

14,666

RESOLUTION #

A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, ABANDONING A CERTAIN PLATTED BUT UNDEVELOPED ROAD THAT LIES NORTH OF BLOCK 1, THE ROAD THAT LIES BETWEEN BLOCKS 1 AND 6, AND THE ALLEY IN BLOCK 1 ALL BEING PART OF THE PLAT OF CASH AS RECORDED IN VOLUME 82, PAGE 582, OF THE DEED RECORDS OF HUNT COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER SEPTEMBER 13, 2010.

10 SEP 17 PM 12:35
 COUNTY CLERK
 DEPUTY

WHEREAS, Section III of the Hunt County Road Policies allows for the abandonment of a County Road upon unanimous vote by the Commissioners;

WHEREAS, William G. Tapp, Jr. is requesting that the County Commissioners Court of Hunt County approve a request to abandon a certain platted but undeveloped road that lies North of Block 1, the road that lies between Blocks 1 and 6, and the alley in Block 1 all being a part of the Plat of Cash as recorded in Vol. 82, Page 582, of the Deed Records of Hunt County, Texas; and

WHEREAS, Williams G. Tapp, Jr. owns the adjacent property and currently uses the aforementioned roads as private property; and

WHEREAS, notice of a hearing was published in a newspaper of general circulation in the County, which stated the time and place of hearing, which time was not fewer than fifteen (15) days after first day of such publication; and

WHEREAS, a public hearing was held by the County Commissioners Court of Hunt County prior to approval of the proposed abandonment; and

WHEREAS, the County Commissioners Court of Hunt County hereby finds that abandonment of the above referenced platted but undeveloped road that lies North of Block 1, the road that lies between Blocks 1 and 6, and the alley in Block 1 all being a part of the Plat of Cash as recorded in Vol. 82, Page 582, of the Deed Records of Hunt County, Texas is in the interests of the citizens of Hunt County.

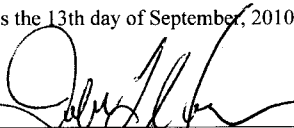
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

SECTION 1. That a certain platted but undeveloped road that lies North of Block 1, the road that lies between Blocks 1 and 6, and the alley in Block 1 all being a part of the Plat of Cash as recorded in Vol. 82, Page 582, of the Deed Records of Hunt County, Texas and located on real property owned by William G. Tapp, Jr. for all purposes is hereby abandoned.

SECTION 2. That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Ordinance, and the Commissioners Court of the County of Hunt, Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 3. This Resolution shall be in full force and effect from and after September 13, 2010.

PASSED AND APPROVED, this the 13th day of September, 2010.



John Horn, County Judge



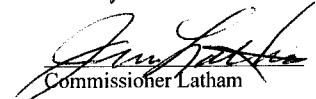
Commissioner Thornton



Commissioner Middlebrooks



Commissioner Green



Commissioner Latham

ATTEST:



Linda Brooks, County Clerk

Plat of

~~Stewart~~ Sylvania ^{P85R2}

318

Stewart ~~Plate~~

North Line J.A. Miller Survey

Hunt Co

County
Midway, Texas

6	1	2	3	4
Block 1				
7	8	9	10	1

10	11	12	13	14
Block 2				
15	16	17	18	1

18	19	20	21	22
Block 3				
23	24	25	26	1

6	1	2	3	4
Block 4				
7	8	9	10	1

10	11	12	13	14
Block 5				
15	16	17	18	1

18	19	20	21	22
Block 6				
23	24	25	26	1

6	1	2	3	4
Block 7				
7	8	9	10	1

10	11	12	13	14
Block 8				
15	16	17	18	1

18	19	20	21	22
Block 9				
23	24	25	26	1

6	1	2	3	4
Block 10				
7	8	9	10	1

10	11	12	13	14
Block 11				
15	16	17	18	1

18	19	20	21	22
Block 12				
23	24	25	26	1

6	1	2	3	4
Block 13				
7	8	9	10	1

10	11	12	13	14
Block 14				
15	16	17	18	1

18	19	20	21	22
Block 15				
23	24	25	26	1

Scale 1 inch = 200 ft

11,666

FILED FOR RECORD
at 1:35 o'clock P.M.

SEP 17 2010

LINDA BROOKS
County Clerk, Hunt County, Tex.

to be a plat of the
 of the town of
 in Hunt County, Texas, situated
 on the Texas Midland
 Railroad, on the J.A. Miller
 Survey, as shown by one
 acre held out under my
 provisions

Sharon Dorell
 City Engineer
 H.P.R.

Size & Form of Blocks & Lots.

- Blocks 1-5-6-7-8-11-14
- 11 W x 110 N x 200 E
- Blocks 3-4-9-10 W 15' are 200' x 157'
- All Lots fronting the Railroad are 30' x 110'
- 6 Lots on East side of each of Blocks
2-5-8-11 W 15' are 30' x 110', Lots on the
side of said Blocks are 40' x 110'
- East Lots in Blocks 3-4-8-10 W 15'
are 52' x 110'
- All Lots in Blocks 1-6-7-11 W 15'
are 50' x 110'
- 60 Resident Lots
160 Business Lots

F-029

11,667

319 FILED IN THE COUNTY CLERK'S OFFICE
10 SEP 17 PM 12:35
DEPUTY CLERK

RESOLUTION #

A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, ABANDONING A CERTAIN 1,584 FEET OF COUNTY ROAD 3702; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER SEPTEMBER 13, 2010.

WHEREAS, Section III of the Hunt County Road Policies allows for the abandonment of a County Road upon unanimous vote by the Commissioners;

WHEREAS, Johnny McCasland is requesting that the County Commissioners Court of Hunt County approve a request to abandon a certain 1,584 feet of County Road 3702; and

WHEREAS, Johnny McCasland owns the adjacent property and currently uses this portion of the road as a driveway; and

WHEREAS, notice of a hearing was published in a newspaper of general circulation in the County, which stated the time and place of hearing, which time was not fewer than fifteen (15) days after first day of such publication; and

WHEREAS, a public hearing was held by the County Commissioners Court of Hunt County prior to approval of the proposed abandonment; and

WHEREAS, the County Commissioners Court of Hunt County hereby finds that abandonment of the above referenced portion of County Road 3702 is in the interests of the citizens of Hunt County.

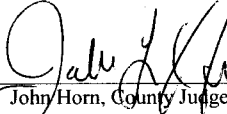
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

SECTION 1. That a certain 1,584 feet of County Road 3702 located on real property owned by Johnny McCasland for all purposes is hereby abandoned.

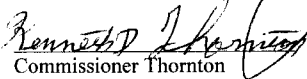
SECTION 2. That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Ordinance, and the Commissioners Court of the County of Hunt, Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 3. This Resolution shall be in full force and effect from and after September 13, 2010.

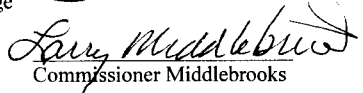
PASSED AND APPROVED, this the 13th day of September, 2010.



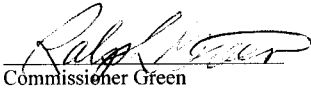
John Horn, County Judge



Commissioner Thornton



Commissioner Middlebrooks




Commissioner Green



Commissioner Latham

ATTEST:



Linda Brooks, County Clerk

September

10 SEP 17 PH12: 36
LINDA WOODS
COUNTY CLERK
COUNTY CLERK

Sun Mon Tue Wed ~~Thu~~ Fri Sat

DEPUTY

~~WED X~~ *WALK*

1 2 3-PR 4

5 6 7 8 9 10 11

12 13 14 15 16 17-PR 18

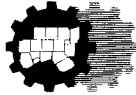
[19 20 21 22 23 24 25

[26 27 28 29 30 Oct 1 Oct 2

12 of 14 days
in 2009/2010
budget year

2010

11.676



North Central Texas Council Of Governments
**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
HUNT COUNTY
FOR CITIES READINESS INITIATIVE (CRI) PROJECT IMPLEMENTATION**

322
LINDA B. BROWN
COUNTY CLERK
10 SEP 17 PM 12:39
DEPUTY
C. B. Neash

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG), a Texas non-profit corporation, 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 Dallas/Fort Worth/Arlington Urban Area Strategy (Strategy) to establish and maintain Homeland Security goals and priorities for the NCTCOG region, and the Governor's Office of Homeland Security (OHS) has approved its current plan. The Department of State Health Services (DSHS) is responsible for implementing the Strategic National Stockpile (SNS) and Cities Readiness Initiative (CRI) programs under this strategy. NCTCOG has executed a contract with DSHS to assist with implementing the CRI project in the NCTCOG region.
- 1.2 HUNT County is a local government that operates one or more Points of Distribution (PODS) that assist in implementing the CRI project.
- 1.3 This contract is entered into between NCTCOG and Local Government pursuant to the Interlocal Cooperative Act Chapter 791 of the Government Code so that Local Government can participate in the enhanced Emergency Preparedness CRI project in the region and perform associated activities.
- 1.4 The Texas Department of State Health Services (DSHS), as authorized by the Health & Safety Code, Chapter 12, is the oversight and funding authority for regional councils implementing CRI through local governments.
- 1.5 The CRI project is a reimbursement grant, meaning that Local Government must initially spend below or up to the budgeted amount in order to receive compensatory payment from NCTCOG and DSHS to offset expenses incurred by Local Government in implementing CRI.

Article 2: Stipulations

As required by the Contract for Public Health Services executed between NCTCOG and the DSHS, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, training, operating, equipping, exercising, and volunteer coordination within the project guidelines of CRI, the use of CRI funds and adherence to applicable law and the Texas Department of State Health Services 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 To meet and comply with all of the General Provisions of the Fiscal Year 2011 Department of State Health Services Contract in Attachment B and DSHS Contractor's Financial Procedures Manual in Attachment C;

- 2.3 That NCTCOG and/or the DSHS may withhold, decrease, or seek the return of or reimbursement of CRI funds in the event that those CRI funds were used in noncompliance with applicable law and/or DSHS Rules;
- 2.4 That Local Government shall return or reimburse NCTCOG and/or the DSHS, as applicable, any CRI funds used in noncompliance with applicable law and/or DSHS Rules;
- 2.5 That such return or reimbursement of CRI funds to NCTCOG and/or the DSHS, as applicable, shall be made by the Local Government within 60 days after demand by NCTCOG or DSHS, unless an alternative repayment Plan is approved by NCTCOG and then submitted to the DSHS for approval;
- 2.6 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or DSHS Rules, in regard to the ownership, transfer of ownership, and/or control of equipment acquired with CRI funds; in connection with the provisions of CRI service (CRI equipment);
- 2.7 To maintain a current inventory of all CRI equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or DSHS Rules, and maintain and submit a GC-11 form no later than August 31 of each year to NCTCOG.
- 2.8 To reimburse NCTCOG and/or DSHS for damage to CRI equipment caused by intentional misconduct, abuse, misuse or negligence by employees or other persons; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- 2.9 That NCTCOG and Local Government will maintain accurate fiscal records and supporting documentation of all CRI funds distributed to such Local Government and all CRI funds spent by such Local Government for CRI service, with specific detail for CRI funds received or spent relating to project implementation activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or DSHS Rules, and as approved in NCTCOG's current Strategy;
- 2.10 That the NCTCOG and/or DSHS or its duly authorized representative shall have at all times access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the CRI service, belonging to or in use by the Local Government or by any other entity that has performed or will perform project implementation activities;
- 2.11 To recognize that the DSHS reserves the right at all times 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;
- 2.12 To recognize that the NCTCOG reserves the right to perform on-site monitoring and Local Government agrees to cooperate fully with such on-site monitoring;
- 2.13 To provide a commitment by the Local Government to continue readiness activities in accordance with standard Centers for Disease Control (CDC) bioterrorism recommendations as appropriate.

Article 3: Program Deliverables – CRI County Work Plan

- 3.1 Local Government agrees to comply with all applicable state and federal law, DSHS Rules and NCTCOG policies, as they pertain to the CRI Program administered by NCTCOG, in providing the following deliverables to this contract and the General Provision of Attachment B.
- 3.2 Local Government shall perform and carry out in a manner satisfactory to NCTCOG all services necessary to accomplish the work and provide the products described in the work plan in Attachment A, which is incorporated herein by reference and is

hereby made a part of this agreement. The work to be performed by the Local Government and the schedule for that work shall be further defined by any conditions set forth in Attachment A.

- 3.3 Local Government agrees to fully cooperate with all monitoring requests from NCTCOG, DSHS, and/or CDC for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract.

Article 4: Procurement

- 4.1 NCTCOG may, upon Local Government's approval, purchase, lease, or otherwise procure, on Local Government's behalf the CRI equipment, software, services, supplies, and other items described in the current CRI work plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures in accordance with those required by state law for cities or counties.
- 4.3 The parties agree that items falling under the equipment or controlled assets category as outlined in DSHS Contractor's Financial Procedures Manual Section 6.05.04 that are not in the current equipment budget must have written approval from NCTCOG and DSHS prior to any equipment purchase. If equipment is clearly defined in the program attachment budget, prior approval is presumed.

Article 5: Financial

- 5.1 The total funding amount of this contract shall not exceed \$50,419.00.
- 5.2 NCTCOG has developed a work plan at Attachment A to meet Local Government needs for the establishment and operation of CRI service throughout the region served, according to standards established and approved by the DSHS.
- 5.3 The provisioning of CRI service throughout the region shall be funded by CRI funds, based upon state allocations.
- 5.4 Local Government agrees to provide NCTCOG with budgets, monthly expense, and progress and volunteer reports as mandated in work plan in Attachment A.
- 5.5 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the DSHS, and as provided for the Local Government in NCTCOG's approved work plan and UGMS.
- 5.6 NCTCOG may temporarily or permanently withhold payments from local government for the following programmatic and financial noncompliance items in accordance with DSHS Contractor's Financial Procedures Manual Section 10.02:
- a. Failure to submit required monthly financial and progress and volunteers reports;
 - b. Failure to respond to financial compliance monitoring reports;
 - c. Failure to meet program requirement deadlines as specified in Attachment A.;
 - d. Inadequate or inappropriate resolution of program or financial monitoring findings;
 - or
 - e. Other items of non compliance.
- 5.7 In order to ensure funds will not be de-obligated to DSHS, NCTCOG reserves the option that if 25% of overall budget has not been expended by April 1, 2011, NCTCOG will release the amount between 0% and 25% not yet utilized, to be expended for a regional project. In addition, NCTCOG reserves the option that if 75% of overall budget has not been expended by April 1, 2012, NCTCOG will release the amount between 0% and 75% not yet utilized, to be expended for a regional project. Regional Project will be subject to approval by DSHS and local governments. Any special considerations shall be submitted by the Local Governments prior to the deadline for deliberation by NCTCOG.

- 5.8 Local Governments are required to provide matching funds not less than 10% of total budget. Match can be met with In Kind and/or cash contributions and appropriate supporting documentation outlined by NCTCOG must be submitted monthly with expense report.
- 5.9 Local Governments shall submit a reimbursement or payment request no later than 30 days after the end of the month of billing.

Article 6: Insurance

- 6.1 Insurance. Local Government shall maintain insurance or other means of repairing or replacing assets purchased with DSHS funds. Local Government shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Local Government shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Local Government shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.
- 6.2 Fidelity Bond. For the benefit of DSHS, Local Government is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Local Government handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Local Government's employees, either individually or in concert with others, and/or (2) failure of Local Government or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Local Government shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.
- 6.3 Liability Coverage. For the benefit of DSHS, Local Government shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Local Government's organization or with management or governing authority over Local Government's organization (collectively "responsible persons"). Local Government shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Local Government shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Local Government shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of NCTCOG in the event an actionable act or omission by a responsible person damages DSHS's interests. Local Government shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Article 7: Equipment

- 7.1 Equipment (Including Controlled Assets) Purchases. Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Local Governments on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the NCTCOG, Local Government shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.
- 7.2 Supplies. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
- 7.3 Local Government will comply with all procurement, purchasing, maintaining, and/or disposing of property purchased with funds received under this contract in accordance with OMB Circular A-102, General Provisions as noted by DSHS, UGMS, and any additional NCTCOG directives.
- 7.4 Changes to Equipment List. All items of equipment purchased with funds under this Contract must be itemized in Local Government's equipment list as finally approved by the NCTCOG in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by the NCTCOG prior to the purchase of equipment. Local Government shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the NCTCOG will acknowledge its approval by written acceptance of Local Government's budget amendment, as appropriate.
- 7.5 Property Inventory and Protection of Assets. Local Government shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Local Government's Property Inventory Report) to the NCTCOG no later than September 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms_shtm. Local Government shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Local Government is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Local Government shall use the proceeds to repair or replace those assets.

Article 8: Records

- 8.1 Local Government agrees to maintain financial, statistical, training records and any other CRI 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 next (4) fiscal years. The local government may request in writing to maintain these records electronically, if that technology is in place. Local Government must submit a GC-11 form annually to NCTCOG.
- 8.2 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 next (4) fiscal years.
 - 8.3 Local Government agrees to preserve the records for (4) 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;
 - 8.4 NCTCOG and/or DSHS 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 CRI records all during normal business hours, to assist in evaluating its performance under this contract;
 - 8.5 NCTCOG agrees to notify Local Government at least 24 hours in advance of any intended visit. Upon receipt of such notice, Local Government agrees to notify the appropriate personnel specified in the notice;
 - 8.6 The DSHS and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.

Article 9: Nondiscrimination and Equal Opportunity

- 9.1 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 10: Litigation/Notice

- 10.1 The County shall immediately notify the NCTCOG in writing of any actions or suits filed and of any claims made against the NCTCOG, the County, or any of the parties involved in the implementation and administration of the programs funded under this Contract.

Article 11: Suspension for Unavailability of Funds

- 11.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the DSHS CRI funds. If funds sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the DSHS does not authorize NCTCOG to use the funds to pay Local Government, NCTCOG may suspend payment to monthly bills for CRI project 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 12: Notice to Parties

- 12.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which 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 11.3 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 10.2.
- 12.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Emergency Preparedness/Angie Strickler
- 12.3 Local Government's address is: PO Box 1097, Greenville, TX 75403
Attention: County Judge John Horn
- 12.4 A party may change its address by providing notice of the change.

Article 13: Effective Date and Term of Contract

- 13.1 The performance period of this contract is August 1, 2010 until July 31, 2012. It is enacted once signed by both parties.

Article 14: Miscellaneous

- 14.1 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.
- 14.2 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.
- 14.3 The following Attachments are part of this contract. By signing this contract, the local government agrees to all provisions and conditions in the subsequent attachments.
- A. FY 11 CRI County Work Plan
 - B. 2011 General provisions between NCTCOG and DSHS or as updated.
 - C. Contractor's Financial Procedures Manual, dated September 1, 2009 or as updated. (electronically)
 - D. FY 11 CRI County Budget
 - E. GC-11 Inventory Form (electronically)
 - F. Match Forms
- 14.4 This contract is binding on, and to the benefit of, the parties' successors in interest.
- 14.5 This contract is executed in duplicate originals.
- 14.6 In the event of conflict between state and federal laws and regulations and the terms and conditions of this Contract, precedence shall be given to state and federal laws and regulations.

Article 15: Termination of Contract

- 15.1 Either party reserves the right to terminate this Agreement in whole or in part without cause with thirty (30) days advance written notice. Additionally, this Agreement may be terminated for cause provided notice of termination is provided in writing setting forth the reasons for termination and providing for a minimum of 30 days to cure the default. Termination is effective only in the event the party fails to cure the default within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for payment for services

rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

The Parties may terminate this Agreement at any time by mutual written concurrence.

Article 16: Closeout

- 16.1 Cessation of Services At Closeout. Upon expiration of this Contract (and any renewals of this Contract or Program Attachment) on its own terms, Local Government shall cease services under this Contract; and shall cooperate with NCTCOG and/or DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Local Government shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Local Government also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Local Government shall not bill DSHS for services performed after termination or expiration of this Contract, or incur any additional expenses once this Contract is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract, Local Government shall immediately initiate Closeout activities described in this Article.
- 16.2 Administrative Offset. The NCTCOG has the right to administratively offset amounts owed by Local Governments against billings.
- 16.3 Final Billing Submission. Local Governments shall submit a reimbursement or payment request as a final close-out bill not later than thirty (30) calendar days following the end of the term of the Program for goods received and services rendered during the term. Reimbursement or payment requests received in NCTCOG's offices more than thirty (30) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis at NCTCOG's discretion, subject to availability of funding, as well as time to submit final reimbursement to DSHS.
- 16.4 Payment of Refunds. Any funds paid to Local Government in excess of the amount to which the Local Government is finally determined to be entitled under the terms of this Contract constitute a debt to the NCTCOG and will result in a refund due, which Local Government shall pay within the time period established by the NCTCOG.
- 16.5 Disallowances and Adjustments. The Closeout of this Contract does not affect the NCTCOG's right to disallow costs and recover funds on the basis of a later audit or other review or the Local Government's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Article 17: Disputes, Remedies and Venue

- 17.1 Disputes and Remedies. The Local Governments and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. All disputes arising hereunder are subject to the alternative dispute resolution procedures set forth in Chapter 2009, Governmental Dispute Resolution Act, Texas Government Code.
- 17.2 Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Tarrant County, Texas.

Article 18: Cell Phones

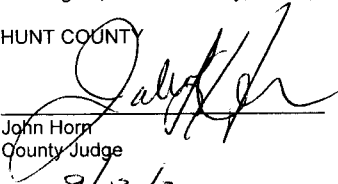
18.1 If 100% of the coordinator's time is spent on the CRI program, then 100% of the coordinator's cell phone usage may be reimbursed, up to the limits stated below. If a certain percentage of the coordinator's time less than 100% is spent on the CRI program, then that percentage of the coordinator's phone usage can be reimbursed, up to the limits stated below.

Cell phone reimbursement limits are as follows: no more than \$45 for voice usage and no more than \$45 for data plan usage.

18.2 NCTCOG will not reimburse for the purchase of cell phones, Smartphones, Mobile phones, I-Phones or Black Berries under this contract. .

IN WITNESS HEREOF, the parties hereto have executed this Contract in duplicate original at Arlington, Tarrant County, Texas, the 13 day of Sept, 2010.

HUNT COUNTY



John Horn
County Judge

Date

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



Mike Eastland
Executive Director

Date

2
Addendum



**HUNT COUNTY
SHERIFF**

11,678
FILED FOR RECORDED
INDEXED
COUNTY CLERK HUNT COUNTY, TX
10 SEP 17 PM 12:35
BY: *[Signature]*
DEPUTY

Randy Meeks, Sheriff
2801 Stuart Street
Greenville, TX 75401
903.453.6800

September 13, 2010

TOBACCO GRANT END OF YEAR REPORT – FY 2010 (09/01/09 through 08/31/10)

Grant funds allocated to conduct operations	\$ 5,000.00
Grant funds expended	\$ 4,877.04
Grant funds returned to the State	\$ 122.96

There are 126 tobacco retailers in Hunt County. The purpose of this grant is to form partnerships with the local merchants to reduce the sales of tobacco to minors (under 18). The target goal for the State of Texas is to have no more than 20% of retailers Statewide that sale to minors. This is our first year for this grant.

The grant has three stages. First, the state expects you to educate at least 33% of your retailers each year by the issuance of packets with new signage, etc. to them. For Hunt County that would have been 42 merchants, but we issued 67.

Secondly, we conducted compliance inspections and we inspected 41 stores. 9 were not in compliance. (Only stores that had been educated were inspected)

Thirdly, we conducted minor stings. We went to 44 stores. Of the 44 stores, we had 9 that did sell, or 19.8%. So even though this was our first year, we were under the 20%.

(Just a side note, we have just received an additional \$4500. for next year to do the same thing)





**HUNT COUNTY
SHERIFF**

Randy Meeks, Sheriff

2801 Stuart Street
Greenville, TX 75401
903.453.6800

11,678

September 13, 2010

CRIME VICTIM COMPENSATION – GRANT YEAR END REPORT

Grant award amount for FY 2010 (09/01/2009 through 08/31/2010)	\$ 27,310.00
Amount billed back to State to recover grant monies allocated	\$ 25,681.90
Amount of grant funds not used/billed	\$ 1,628.10
(Portion of \$25,681.90 used to fund the law enforcement certification pay - \$15,900)	

New Victims estimated to be served	-	120
Actual victims served	-	357

FILED FOR RECORD
 TERRY PATRICKS
 COUNTY CLERK HUNT CO. TEXAS
 10 SEP 17 PM 12:35
 BY: *R. Meeks*
 DEPUTY

Approximate amount recovered from AG's office to repay medical bills previously paid by Hunt County since Mr. Grazer took over billing services:

\$8500.

(Complete report of funds and services provided available at the Hunt County Sheriff's Office)

