

#13,010(2)

INTERLOCAL AGREEMENT  
BETWEEN HUNT COUNTY AND QUINLAN ISD

FILED FOR RECORD  
at 12:00 o'clock P M

JAN 28 2014

JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, Tex

This agreement is made this 20 day of January, 2014 between Hunt County, Texas and Quinlan Independent School District.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code: and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract;

I.

Quinlan Independent School District, hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of Recycled Asphalt and Concrete using Annual Contracts (Bids). Hunt County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Hunt County. Upon receipt of request, Hunt County will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), Hunt County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. Quinlan Independent School District agrees that Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Quinlan Independent School District agrees that all specifications for selected items shall be as determined by Hunt County.

III.

Quinlan Independent School District agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the Quinlan Independent School District directly for all items purchased, and shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Tommy Underwood, is hereby designated as the official representative to act for the Quinlan Independent School District in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

HUNT COUNTY (Entity) Quinlan Independent School District

BY [Signature] BY [Signature]

TITLE Hunt County Tax TITLE Superintendent

DATE 1-28-14 DATE Board Approved 1-20-14

Court Order No. #13,013

FILED FOR RECORD  
at 12:00 o'clock P M  
JAN 28 2014

State of Texas

Resolution  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

County of Hunt

Hunt County Courthouse Preservation  
Commissioners Court

On January 28, 2014, the Commissioners Court of Hunt County, Texas, met in regular session with the following members present and participating, to wit:

<b>John L. Horn</b>	<b>County Judge, Presiding</b>
<b>Eric Evans</b>	<b>Commissioner, Precinct 1</b>
<b>Jay Atkins</b>	<b>Commissioner, Precinct 2</b>
<b>Phillip Martin</b>	<b>Commissioner, Precinct 3</b>
<b>Jim Latham</b>	<b>Commissioner, Precinct 4</b>

During such session the court considered adoption of the following resolution regarding preservation of the Hunt County Courthouse.

WHEREAS, Hunt County recognizes the importance of the historic courthouse and its unique relationship to the community; and

WHEREAS, Hunt County, recognizes the need to preserve the historic courthouse; and

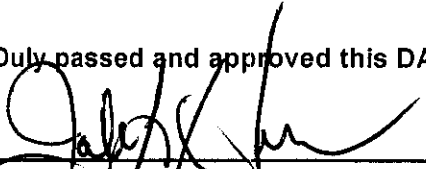
WHEREAS, Hunt County prepared a master plan for the historic courthouse as part of the requirements for participation in the Texas Historical Commission's Texas Historic Courthouse Preservation Program; and

WHEREAS, Hunt County prepared the master plan for use in the ongoing preservation of the courthouse; and


WHEREAS, the courthouse is in need of critical repairs;

NOW THEREFORE, BE IT RESOLVED, that the Hunt County Commissioners Court of Greenville, Texas, as the owner, does hereby support efforts to secure funding under the Texas Historic Courthouse Preservation Program for repairs to and preservation of the courthouse.

Duly passed and approved this DAY 28th of January, 2014.

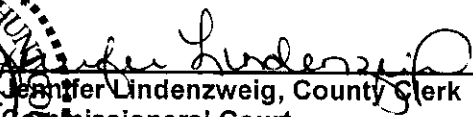
  
\_\_\_\_\_  
John L. Horn, County Judge

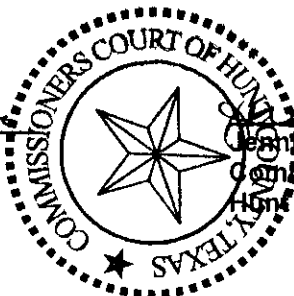
  
\_\_\_\_\_  
Eric Evans, Commissioner, Pct 1

  
\_\_\_\_\_  
Jay Atkins, Commissioner, Pct 2

  
\_\_\_\_\_  
Phillip Martin, Commissioner, Pct 3

  
\_\_\_\_\_  
Jim Latham Commissioner, Pct 4

  
\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk  
Commissioners' Court  
Hunt County Texas



Stat Report  
 Jan 2012- December 2012

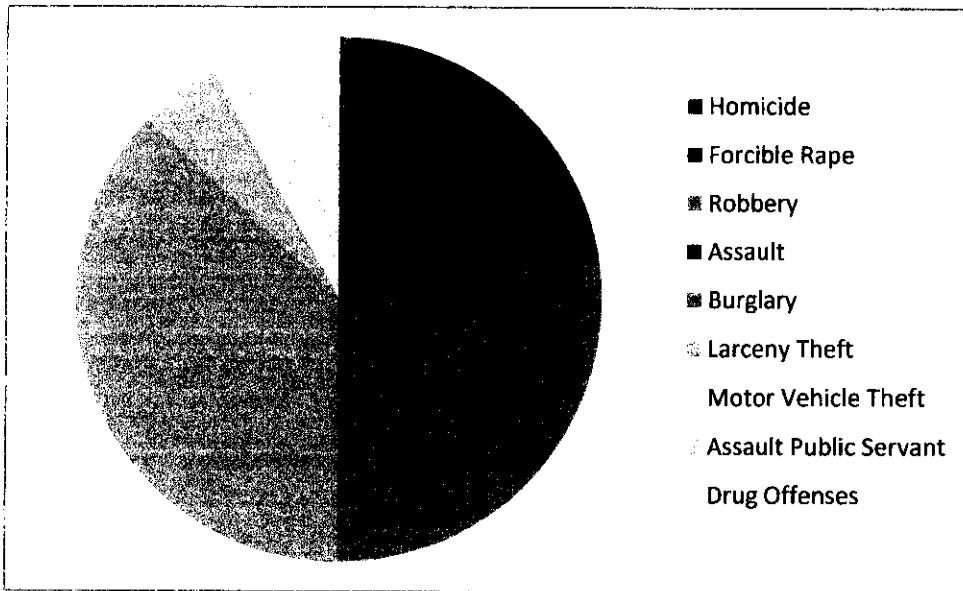
# 13,016

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

JAN 28 2014

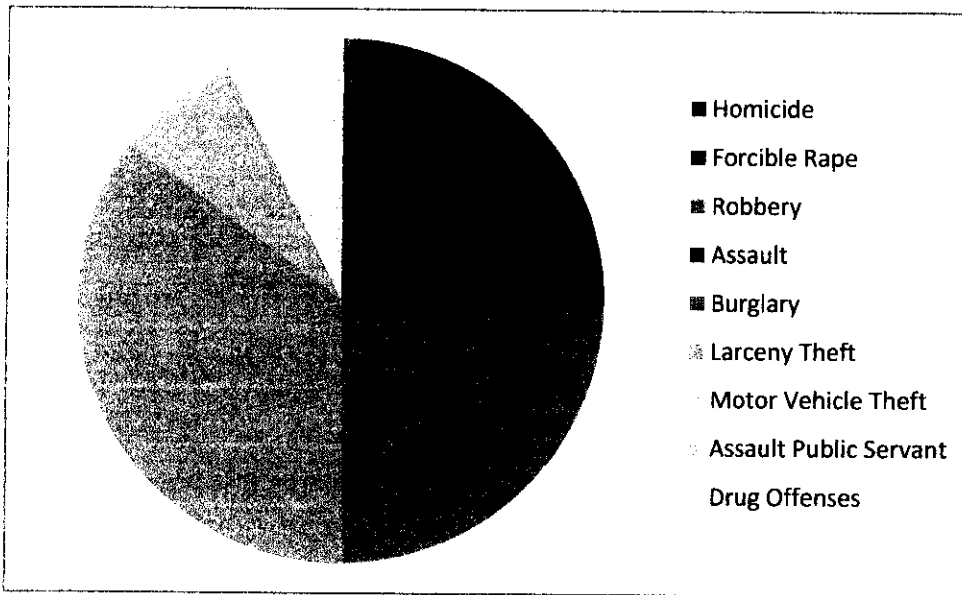
JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 By: [Signature]

Homicide	0	0	0
Forcible Rape	3	2	67.00%
Robbery	11	4	36%
Assault	386	211	57%
Burglary	491	57	12%
Larceny Theft	657	93	14%
Motor Vehicle Theft	80	23	33%
Assault Public Servant	9	9	100%
Drug Offenses	144	117	81%



Stat Report  
Jan 2013- December 2013

Homicide	0	0	0
Forcible Rape	3	1	33.00%
Robbery	6	4	67%
Assault	343	224	65%
Burglary	342	172	50%
Larceny Theft	492	251	51%
Motor Vehicle Theft	99	63	67%
Assault Public Servant	7	7	100%
Drug Offenses	103	89	86%



Stat Report

Offenses Classification	Offenses Reported	Offenses Cleared	Stat
Homicide	0	0	0
Forcible Rape	3	1	33.00%
Robbery	6	4	67%
Assault	343	224	65%
Burglary	342	172	50%
Larceny Theft	492	251	51%
Motor Vehicle Theft	99	63	67%
Assault Public Servant	7	7	100%
Drug Offenses	103	89	86%
<b>Total</b>	<b>1395</b>	<b>811</b>	<b>58%</b>

Jan 2012 - December 2012

Offenses Classification	Offenses Reported	Offenses Cleared	Stat
Homicide	0	0	0
Forcible Rape	3	2	67.00%
Robbery	11	4	36%
Assault	386	211	57%
Burglary	491	57	12%
Larceny Theft	657	93	14%
Motor Vehicle Theft	80	23	33%
Assault Public Servant	9	9	100%
Drug Offenses	144	117	81%
<b>Total</b>	<b>1781</b>	<b>516</b>	<b>29.00%</b>

Offenses Classification	Offenses Reported 2012	Offenses Reported 2013	
Homicide	0	0	0
Forcible Rape	3	3	100%
Robbery	11	6	54.5%
Assault	386	343	89%
Burglary	491	342	69.7%
Larceny Theft	657	492	74.9%
Motor Vehicle Theft	80	99	124%
Assault Public Servant	9	7	77.8%
Drug Offenses	144	103	71.5%
<b>Total Reported</b>	<b>1781</b>	<b>1395</b>	<b>78.3%</b>

Offenses Classification	Offenses Cleared 2012	Offenses Cleared 2013	
Homicide	0	0	0%
Forcible Rape	2	1	50%
Robbery	4	4	100%
Assault	211	224	106%
Burglary	57	172	301.8%
Larceny Theft	93	251	269.9%
Motor Vehicle Theft	23	63	274%
Assault Public Servant	9	7	77.8%
Drug Offenses	117	89	76.1%
<b>Total Cleared</b>	<b>516</b>	<b>811</b>	<b>157.2%</b>

#13,017

**RESOLUTION**

A RESOLUTION OF HUNT COUNTY, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACTS FOR THE 2013 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT COMMUNITY DEVELOPMENT FUND AWARD CONTRACT 713231.

WHEREAS, the recent award of a 2013 Texas CDBG contract requires implementation by professionals experienced in the administration and engineering of federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services and a Request for Qualifications (RFQ) for engineering services has been completed in accordance with Texas CDBG requirements;

WHEREAS, the procurement process entailed advertisement in the local newspaper and directly contacting firms with prior experience in the region, firms recommended by neighboring communities, and/or firms requesting the submission requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service;

NOW, THEREFORE, BE IT RESOLVED:

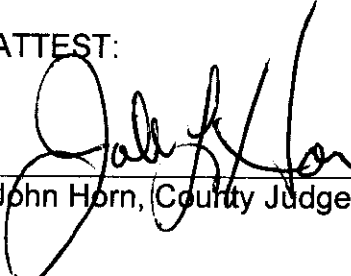
Section 1A. That Grant Works be awarded a contract to provide Texas CDBG project-related administration services for Contract 713231.

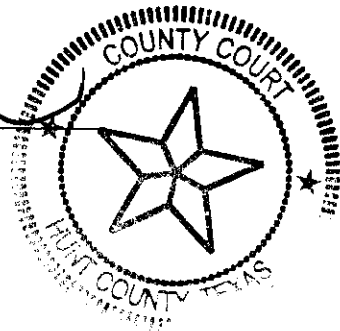
Section 1B. That Daniel & Braun Engineers be awarded a contract to provide Texas CDBG project-related professional engineering services for Contract 713231.


Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider;

PASSED AND APPROVED ON JANUARY 28, 2013.

ATTEST:


  
John Horn, County Judge



  
Jennifer Lindenzweig, County Clerk

**FILED FOR RECORD**  
at 12:00 o'clock P M

JAN 28 2014

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By 

FILED FOR RECORD  
at 2:00 o'clock P M

JAN 28 2014

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By \_\_\_\_\_

THE STATE OF TEXAS §

TEXAS CDBG PROJECT AGREEMENT

COUNTY HUNT §

This AGREEMENT is made between HUNT COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the JACOBIA WATER SUPPLY CORPORATION, hereinafter referred to as the WSC, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted for the construction of public water system improvements on behalf of the WSC from any 2013-2014 Community Development Block Grant Program CD Fund Contract if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from January 21, 2014, until the project is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

The COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the WSC, and TDA.
4. Provide pre-bid project design changes or change orders to the WSC for its review and approval prior to authorization by the COUNTY.
5. Gain WSC approval before awarding a construction contract that exceeds the funds available in the GRANT budget.
6. Ensure that the WSC shall not be responsible for any GRANT-related costs other than those outlined herein without the WSC's written approval, except for costs associated with a violation or early termination of this Agreement by the WSC.
7. Maintain at its sole discretion the option to approve construction contracts or change orders that would result in its obligation to pay for costs that exceed available GRANT funds.
8. Automatically transfer full ownership of the grant improvements to the WSC upon acceptance by the COUNTY of the Certificate of Construction Completion.

The WSC shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide public water service to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under WSC control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.
4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
5. Pay for any cost overruns attributable to construction contract award, change orders, project redesign, or additions to the GRANT scope of work that it has approved in writing.
6. Pay for any costs resulting from violation or early termination of this Agreement by the WSC including repayment of any grant expenditures disallowed by TDA if the project is not completed and placed in service.



7. Automatically receive full ownership of the grant improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
8. Provide any matching funds that it has committed elsewhere in writing.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the WSC or any third party, and the WSC hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

HUNT COUNTY, TEXAS

JACOBIA WATER SUPPLY  
CORPORATION

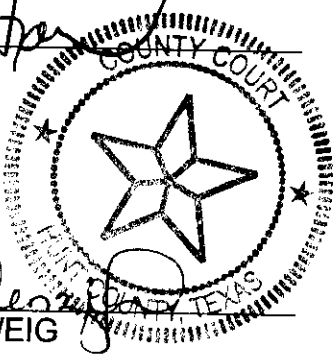
  
\_\_\_\_\_  
JOHN HORN  
COUNTY JUDGE

\_\_\_\_\_  
CARL MASSEY  
PRESIDENT OF THE BOARD

ATTEST:

  
\_\_\_\_\_  
JENNIFER LINDENZWEIG  
COUNTY CLERK

\_\_\_\_\_  
TONI WALKER  
DEPUTY SECRETARY



## RESOLUTION

RESOLUTION OF HUNT COUNTY, TEXAS, AUTHORIZING DESIGNATED SIGNATORS FOR CONTRACTUAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT 713231.

**WHEREAS**, Hunt County has received a 2013 Texas Community Development Block Grant award to provide Water Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

**WHEREAS**, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

**WHEREAS**, Hunt County acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.) the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form* (Form A202).

**NOW, THEREFORE, BE IT RESOLVED BY HUNT COUNTY, TEXAS, AS FOLLOWS:**

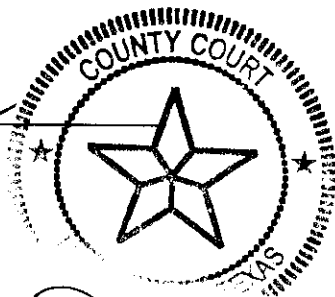
The County Judge be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2013 Texas Community Development Block Grant Program

The County Judge, County Auditor, and County Treasurer be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program

**PASSED AND APPROVED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS**, on January 28, 2014.


**APPROVED:**

  
County Judge



**ATTEST:**

  
County Clerk

**FILED FOR RECORD**  
at 2:02 o'clock P M  
**JAN 28 2014**  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By 

**RESOLUTION**

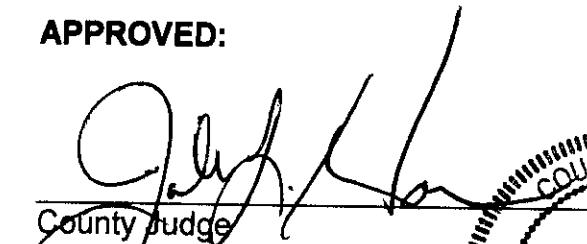
**RESOLUTION OF HUNT COUNTY ADOPTING SECTION 3 LOCAL OPPORTUNITY PLAN FOR GRANT PROGRAMS**

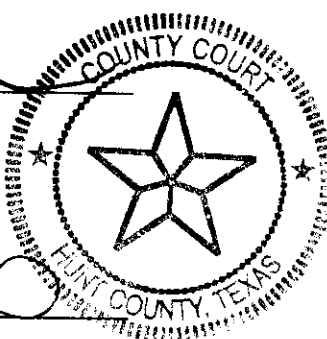
**WHEREAS**, the County shall strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and by contracting with Section 3 residents and businesses within its jurisdictional boundaries in accordance with an adopted Section 3 Local Opportunity Plan.

**THEREFORE**, the Commissioners' Court hereby resolves to adopt a Section 3 Local Opportunity Plan, attached hereto and incorporated herein.

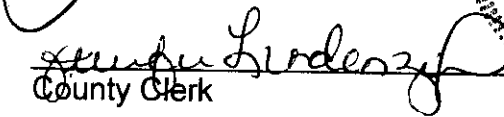
**Passed and adopted by the Commissioners' Court of Hunt County, Texas, on the 28<sup>th</sup> day of January, 2014.**


**APPROVED:**

  
County Judge



**ATTEST:**

  
County Clerk

**FILED FOR RECORD**  
at 12:00 o'clock P M  
**JAN 28 2014**  
**JENNIFER LINDENZWEIG**  
County Clerk, Hunt County, Tex.  
By 

## SECTION 3 LOCAL OPPORTUNITY PLAN

In accordance with 12 U.S.C. 1701u, (Section 3), Hunt County agrees to implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in grant funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or the State to the Grant Recipient.
- G. Submit reports as required by HUD or the State regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Hunt County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

  
\_\_\_\_\_  
John Horn, County Judge

\_\_\_\_\_  
Date

1-28-2014

**FILED FOR RECORD**  
at 12:00 o'clock P M

JAN 28 2014

JEANIFER LINDENZWEIG  
County Clerk / Hunt County, Tex.  
By 

**RESOLUTION PROMOTING FAIR HOUSING**

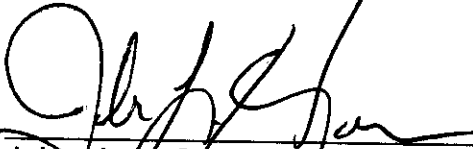
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

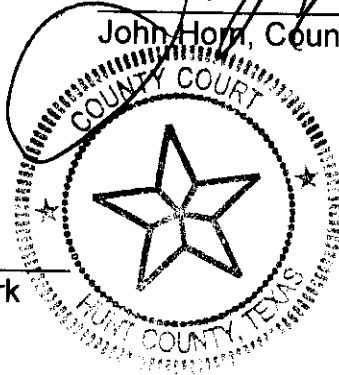
WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of the County of Hunt, hereby urge all the citizens of the locality to become aware of and support the Fair Housing law.


IN WITNESS WHEREOF we have affixed our signatures and seal on this the 28th day of January 2014.

  
\_\_\_\_\_  
John Horn, County Judge



Attest:

  
\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk

**FILED FOR RECORD**  
at 2:00 o'clock P M  
**JAN 28 2014**  
**JENNIFER LINDENZWEIG**  
County Clerk, Hunt County, Tex.  
By 

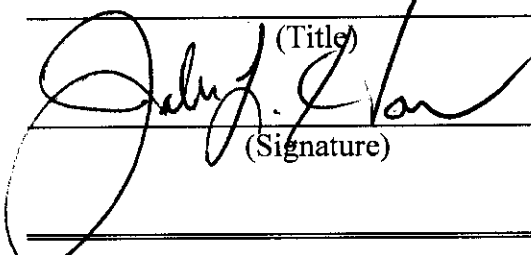
**FILED FOR RECORD**  
 at 12:00 o'clock  
**JAN 28 2014**  
 By JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, Tex.

Depository/Authorized Signatories Designation Form  
**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

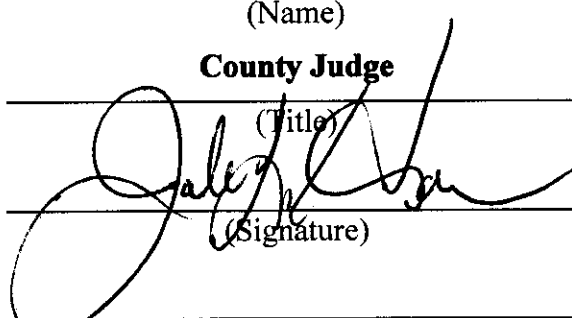
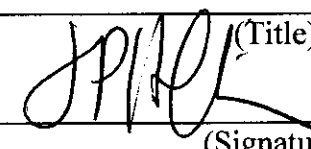
Grant Recipient: Hunt County

TxCDBG Contract No. 713231

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

<p style="text-align: center;"><b>John Horn</b></p> <hr/> <p style="text-align: center;">(Name)</p> <p style="text-align: center;"><b>County Judge</b></p> <hr/> <p style="text-align: center;">(Title)</p> <p style="text-align: center;"></p> <hr/> <p style="text-align: center;">(Signature)</p>	<hr/> <p style="text-align: center;">(Name)</p> <hr/> <p style="text-align: center;">(Title)</p> <hr/> <p style="text-align: center;">(Signature)</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *State of Texas Purchase Voucher* (Form A204) and the *Request for Payment Form* (Form A203)—(At least two (2) Signatories required).

<p style="text-align: center;"><b>John Horn</b></p> <hr/> <p style="text-align: center;">(Name)</p> <p style="text-align: center;"><b>County Judge</b></p> <hr/> <p style="text-align: center;">(Title)</p> <p style="text-align: center;"></p> <hr/> <p style="text-align: center;">(Signature)</p>	<p style="text-align: center;"><b>Jimmy P. Hamilton</b></p> <hr/> <p style="text-align: center;">(Name)</p> <p style="text-align: center;"><b>County Auditor</b></p> <hr/> <p style="text-align: center;">(Title)</p> <p style="text-align: center;"></p> <hr/> <p style="text-align: center;">(Signature)</p>
<p style="text-align: center;"><b>Delores Shelton</b></p> <hr/> <p style="text-align: center;">(Name)</p> <p style="text-align: center;"><b>County Treasurer</b></p> <hr/> <p style="text-align: center;">(Title)</p> <hr/> <p style="text-align: center;">(Signature)</p>	<hr/> <p style="text-align: center;">(Name)</p> <hr/> <p style="text-align: center;">(Title)</p> <hr/> <p style="text-align: center;">(Signature)</p>

NOTE: A copy of a Resolution passed by the County Commissioner's or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

**Appointment of Labor Standards Officer**  
 (Submit form to [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov))

**A701**

Grant Recipient: Hunt County Contract No: 713231

I, John Horn, County Judge hereby appoint Mirenda White-Harris  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual**.

Appointed Labor Standards Officer Name:	Mirenda White-Harris, GrantWorks, Inc.				
Address:	P.O. Box 1193				
County:	Palentine	State:	TX	Zip:	75802
Telephone Number:	(903) 729-8745	Fax Number:	(903) 729-8876		
Email Address:	Mirenda@grantworks.net				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Mirenda White-Harris Date: 1-28-2014  
(Labor Standards Officer)

Appointed by: John Horn Title: County Judge  
(Print Mayor/County Judge)

Signature: [Handwritten Signature] Date: 1-28-2014  
(Mayor/County Judge)

**FILED FOR RECORD**  
 at 2:00 o'clock P M  
**JAN 28 2014**  
 JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, Tex.  
 By [Handwritten Signature]



# TxCDBG Initial Acquisition Report - Form A600

Grant Recipient: Hunt County

Contract Number: 713231

Region: NCTCOG

*This form must be submitted prior to release of any contract funds. **Check appropriate boxes.**  
This form must be resubmitted if the need for additional acquisition not previously reported is required.*

1. Is acquisition of real property (including acquisitions already completed) required to complete the project described in the TxCDBG contract Performance Statement? **(Answer A or B)**

A. No acquisition activity is required.

All property to be used for this project is owned by the Grant Recipient or participating entity (e.g. WSC) and was NOT acquired specifically for this project.

B. Yes, acquisition activity is required.

I certify that the above information is correct.

Signature of  
Chief Local  
Official

Date

1-28-2014

Printed Name

John Horn

Title

County Judge

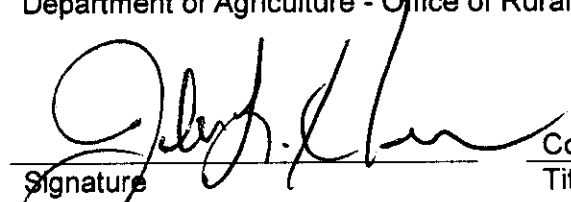
**FILED FOR RECORD**  
at 12:00 o'clock P M  
**JAN 28 2014**  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By [Signature]



**Notarized Authorization to Release Confidential Information  
Relating to Texas Community Development Block Grant Contract**

I, the Chief Executive Officer and Authorized Representative for the County of Hunt, hereby authorize the release by the Texas Department of Agriculture - Office of Rural Affairs of information that is considered confidential under the Public Information Act relating to Texas Community Development Block Grant contract number «Contract» to employees or officers of the designated grant administrator, GrantWorks, Inc., upon their written request.

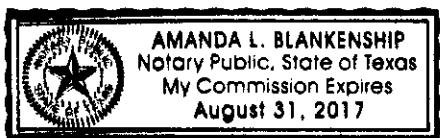
This release shall be in effect throughout the contract period and until the close-out letter is issued by the Texas Department of Agriculture - Office of Rural Affairs, unless rescinded in writing by me or my successor(s).

 County Judge Title 1-28-2014 Date

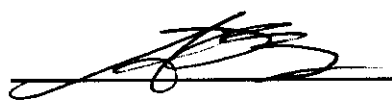
The State of Texas  
County of Hunt

Before me, a Notary Public, on this day personally appeared John L. Horn, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 28 day of January A.D. 2014



(SEAL)

  
Notary Public, State of Texas

Amanda L. Blankenship  
Printed Name of Notary Public

My commission expires the 31 day of August, 2017

**FILED FOR RECORD**  
at 12:00 o'clock P M  
**JAN 28 2014**  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex



**Designation Form for Section 504  
and Equal Opportunity/Fair Housing Officer**



**County/County:** Hunt County  
**Address:** 2507 Lee St  
Greenville, TX 75401

**TxCDBG Contract #**713231

Telephone Number: (903) 408-4146

\*\*\*\*\*

I, John Horn, County Judge, do hereby appoint the County Judge, as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for Hunt County.

The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Hunt County, as required by the Texas Community Development Block Grant Program Contract No. 713231.

The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed on Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer:

  
John Horn, County Judge

Appointed by:

  
John Horn, County Judge

Date: 1-28-2014

**FILED FOR RECORD**  
at 6:00 o'clock P M

**JAN 28 2014**  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

FILED FOR RECORD  
at 3:00 o'clock P M  
JAN 28 2014  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

**THE COUNTY OF HUNT COUNTY  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Community Development Block Grant Program (TxCDBG) Complaint System, 10 T.A.C. Sec. 1.11 and 1.13. Citizens can obtain a copy of these procedures at Hunt County, 2507 Lee St, Greenville, TX 75401, (903) 408-4146, during regular business hours.

Below are the formal complaint procedures to allow for investigation of complaints received about the quality of services provided under the Texas Community Development Block Grant Program (TX CDBG) project.

- (1) A person who has a comment or complaint about the quality of services or activities proposed for funding by the TX CDBG may submit such comment or complaint in writing to the County Judge.
- (2) A copy of the comment or complaint shall be transmitted by the County Judge to the entity that is the subject of the comment or complaint and to the County Attorney within five (5) calendar days after the date of the comment or complaint was received.
- (3) The County Judge shall complete an investigation of the comment or complaint within ten (10) days to the person who made the comment or complaint. Or, the person who made the comment or complaint shall be notified by the County Judge, in writing, within ten days of when the investigation should be completed.
- (4) If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TX CDBG for their further review and comment.

### TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low and moderate income in developing proposals for the use of TX CDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

### PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

- (1) Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- (2) Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing. A public hearing held prior to the submission of a TX CDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.

- (3) When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application to the Texas Community Development Block Grant Program:

- (1) At a minimum, the County shall hold at least one (1) public hearing prior to developing the application.
- (2) The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for a period of one year or until the project, if funded, is closed out. Such records shall be made available to the public in accordance with Chapter 552, Government Code.
- (3) The public hearing shall include a discussion with citizens as outlined in the applicable TX CDBG application manual to include but not limited to the development of housing and community development needs, the amount of funding available, all eligible activities under the Texas Community Development Block Grant Program, and the use of past TX CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low and moderate income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the Texas Community Development Block Grant Program:

- (1) The County shall hold a public hearing concerning any substantial change, as determined by TX CDBG, proposed to be made in the use of TX CDBG funds from one eligible activity to another.
- (2) Upon completion of the community development program activities, the County shall hold a public hearing and review its program performance including the actual use of the TX CDBG funds.
- (3) The County shall retain documentation of the hearing notices(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records shall be made available to the public in accordance with Chapter 552, Government Code.

  
\_\_\_\_\_  
John Horn, County Judge

1-28-2014  
\_\_\_\_\_  
Date

**HUNT COUNTY  
POLICY OF NONDISCRIMINATION  
ON THE BASIS OF HANDICAPPED STATUS**

Hunt County does not discriminate on the basis of handicapped status in the treatment or employment in, its federally assisted programs or activities.

FILED FOR RECORD  
at 3:00 o'clock P.M.  
JAN 28 2009  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

1. Program Participation

The implementing regulations (24 CFR Part 8) indicates that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives federal financial assistance.

2. Communication

The County shall furnish appropriate auxiliary aids where necessary to allow an individual with handicaps an equal opportunity to participate in all Texas Community Development Block Grant Program (TX CDBG) activities. The County shall implement procedures that allow individuals with handicaps to obtain information concerning the existence and location of accessible services, activities, and facilities. Such procedures must ensure, to the maximum extent possible, that individuals with handicaps receive the benefits and services of the program or activity receiving TX CDBG assistance. Examples of auxiliary aids include telecommunication devices for the deaf, audiovisual presentations, interpreters, large letter notices, and posting of notices at a level readable by individuals in wheelchairs. See 24 CFR Sec. 8.6 and 24 CFR Sec. 8.3.

3. Handicapped Accessible Facilities

For all new public building construction, or rehabilitation, the County shall submit plans and specifications to the Texas Department of Licensing and Regulation for review. The Texas Department of Licensing and Regulation is responsible for ensuring that all plans and specifications to the Texas Department of Licensing and Regulation for clearance are included in the Special Conditions of all TX CDBG contracts.

4. Employment

Employment practices are subject to Section 504. The County shall not use any practices that unreasonably limit employment opportunities for individuals with handicaps. The County must also reasonably accommodate the known needs of handicapped employees and applicants.

5. Designation of Responsible Employee

The County Judge  
2507 Lee St  
Greenville, Texas 75401

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

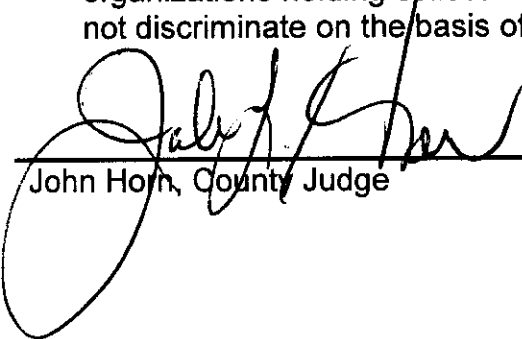
6. Grievance Procedures

These are the formal complaint procedures to allow for investigation of complaints received about Section 504 regulations under the Texas Community Development Block Grant Program (TX CDBG) project.

- (1) A person who has a comment or complaint about Section 504 regulations in regards to a program, project, or activity funded by the TX CDBG may submit such comment or complaint in writing to the County Judge.
- (2) A copy of the comment or complaint shall be transmitted by the County Judge to the entity that is the subject of the comment or complaint and to the County Attorney within five working days after the date of the comment or complaint was received.
- (3) An investigation of the comment or complaint shall be completed by the County Judge and the findings, in writing, shall be submitted within ten working days to the person who made the comment or complaint. Or, the person who made the comment or complaint shall be notified by the County Judge, in writing, within ten working days of when the investigation should be completed.

7. Notice

The County shall notify all participants, applicants and employees, unions, or professional organizations holding collective bargaining or professional agreements with the County that they do not discriminate on the basis of handicap in violation of 24 CFR Part 8.

  
\_\_\_\_\_  
John Horn, County Judge

1-28-2014  
\_\_\_\_\_  
Date

## Section 504 Grievance Procedure

Hunt County has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibiting by the Office of Revenue Sharing's (ORS) regulations (31 CFR 51.55 (d) (2) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: the County Judge, 2507 Lee St, Greenville, TX, 75401 whom has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the County Judge. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under 31 CFR 51.55 (d) (2), Hunt County needs to process complaints from applicants for employment or from applicants for admission to post-secondary educational institutions.

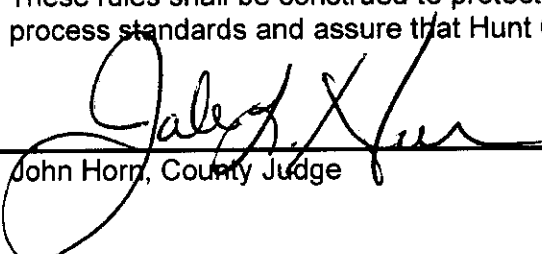
A written determination as to the validity of the complaint and description of resolution, if any, shall be issued to the office of the County Judge and a copy forwarded to the complainant no later than ten (10) working days after its filing

The Section 504 coordinator shall maintain the files and records of Hunt County relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to Hunt County.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the Office of Revenue Sharing, U.S. Department of the Treasury. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Hunt County complies with Section 504 and ORS regulations.

  
\_\_\_\_\_  
John Horn, County Judge

1-28-2014  
\_\_\_\_\_  
Date

**FILED FOR RECORD**  
at 12:00 o'clock P M  
**JAN 28 2014**  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex

**SECTION 504 SELF-EVALUATION REVIEW FORM**

**Locality:** Hunt County

**TX CDBG Contract No.**

**FILED FOR RECORD**  
at 12:00 o'clock 12 M  
**JAN 28 2014**  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
**713231**

**Brief Description of Project: Water Improvements**

- 1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

The County Judge is the responsible party.

- 2. Identify the individual(s) with handicaps and/or organizations (representing persons with handicaps) that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review

The County has publicized its policies through public notice and postings and has made copies available to local groups serving handicapped individuals. All comments received, if any, were considered and incorporated into the County's Section 504 policies.

- 3. Describe Section 504 nondiscrimination notification procedures (example: newspaper advertisements, utility inserts, flyers, postings at public facilities).

The policy shall be included in any bid documents or request for proposal documents for the County federally funded programs, projects, or activities. In addition, a public notice of the policy shall be published in the local paper.

- 4. List policies that may limit participation of individuals with handicaps in Contractor programs, projects, and activities.

There are no local policies that would limit participation of individuals with handicaps

- 5. Identify and list public facilities that limit accessibility.

The restroom facilities at County Courthouse may have some limitations for wheelchair bound individuals. There are areas within the County with no sidewalks or sidewalks that do not comply with ADA guidelines.

- 6. Describe contractor in-house procedures for circulating information on Section 504 and procedures for staff training on Section 504.

On an annual basis, the County shall disseminate a notification to all supervisory personnel, any consultants, and contractors working on federally funded programs, projects or activities regarding the County's policies on Section 504.

- 7. Identify Section 504 contractor complaint procedures

A person may submit complaint in writing to the County Judge. A copy of the complaint shall be transmitted to the subject of the complaint and to the County Attorney. An investigation of the complaint shall be completed and the findings, in writing, shall be submitted to the person who made the complaint.



8. Describe Contractor's efforts to ensure compliance of Section 504 by third party contractors (Construction Contractors, Engineers, Administrators, etc.)

The policy shall be included in any bid documents or request for proposal documents for the County's federally funded programs, projects, or activities.

9. Describe Contractor's efforts to make documents and publications available to individuals with handicaps (examples: large print, audio tape, Braille, computer disks).

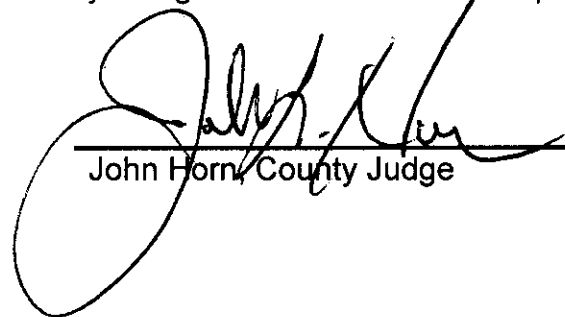
Upon request, the County shall make a reasonable effort to provide any necessary assistance to make documents and publications available to individuals with handicaps in a form suitable to a particular handicap.

10. List special information services that are available (examples: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio visual presentations, automated electronic devices, assistive listening devices, documents in Braille etc.)

The County shall make a reasonable effort to contact local agencies, service organizations, support groups, etc. to obtain special information dissemination services for a particular handicap upon request.

11. List emergency evacuation procedures

The County Judge shall be responsible for completing any emergency evacuations as may be necessary in regards to the Section 504 policies of the County.



John Horn, County Judge

1-28-2014

Date

**Public Service Announcement: Fair Housing, It's the Law**

To promote fair housing practices, Hunt County encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law. Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of units in the housing market. For more information on fair housing or to report possible fair housing discrimination, call the U.S. Department of Housing and Urban Development's toll-free hotline at 1-800-669-9777.

**Equal Employment Opportunity Statement:** Hunt County does not discriminate on the basis of color, national origin, sex, religion, age and handicapped status in employment or the provision of services.

---

**Public Notice**

Hunt County has adopted complaint and grievance procedures regarding its Texas Community Development Block Grant Programs, which outline the steps a citizen may follow to file a written complaint about proposed or completed TX CDBG activity. Hunt County will make every effort to respond fully to such complaints within ten (10) working days. Citizens may obtain a copy of these written procedures at the Hunt County Courthouse, 2507 Lee St, Greenville, TX 75401 during regular business hours, Monday through Friday, through the mail, or by calling the County Judge's office at (903) 408-4146.

---

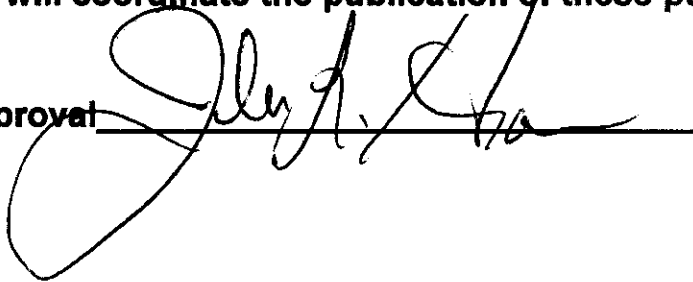
**Public Notice**

**Policy of Nondiscrimination on the Basis of Handicapped Staus**

Hunt County does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities. The County Judge of Hunt County, 2507 Lee St, Greenville, TX 75401, (903) 408-4146, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

**GrantWorks will coordinate the publication of these public notices at a later date.**

Please initial approval

A large, stylized handwritten signature in black ink, written over a horizontal line.

FILED FOR RECORD  
at 12:00 o'clock P M  
JAN 28 2014  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

For Comptroller's Use Only

# Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Contract: 713231

## Transaction Type

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3, 4 and 5)	<input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5)	<input type="checkbox"/> Cancellation (Sections 2 and 5 - Sections 6 and 7 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5)	

## Payee Identification

SECTION 2	Payee type	<input type="checkbox"/> State employee	<input type="checkbox"/> Texas Identification Number (TIN)	Mail code (If not known, leave blank.)
	<input checked="" type="checkbox"/> Vendor or other recipient	<input checked="" type="checkbox"/> Employer Identification Number (EIN)	7 5 - 6 0 0 1 0 1 7	
	<input type="checkbox"/> Social Security Number (SSN)*			
Payee name		Phone number		
Hunt County, Texas		903-408-4146		ext.
Mailing address		City	State	ZIP code
2507 Lee St		Greenville	TX	75401

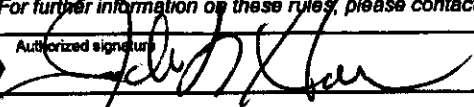
## Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name		City	State
	Chase Bank		Greenville	TX
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)		Type of account
				<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Financial representative name (optional)			Title (optional)	
Financial representative signature (optional)			Phone number (optional)	Date (optional)
			ext.	

## International Payments Verification (required)

SEC 4	Will these payments be forwarded to a financial institution outside the United States?.....	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).		

## Authorization for Setup, Changes or Cancellation (required)

SECTION 5	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature	Printed name	Date
	sign here 	John Horn, County Judge	1-28-2014

## Cancellation by Agency (for state agency use)

SEC 6	Reason	Date

## Authorized Signature (for state agency use)

SECTION 7	Signature	Date
	Phone number	Agency number
	ext.	551
	Agency name	Texas Department of Agriculture
Comments		

**Please return your completed form to:**  
 Texas Department of Agriculture  
 Accounts Payable/Direct Deposit Program  
 1700 North Congress Avenue  
 Austin, TX 78701-1436  
 Phone: 512-463-7476

# GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 28<sup>th</sup> DAY OF JANUARY, 2014 BY AND BETWEEN Hunt County, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

## I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client grant administration services for Client's 2013 Program Year Texas Community Development Block Grant Program Contract Number 713231 - Community Development Fund (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

## II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed Contract between the Client and the Department. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project is administratively closed, as defined by Department, whichever is later.

## III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Forty Four Thousand and no/100 Dollars, (\$44,000.00) in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

1	Establish files, record keeping system, and accounting system, complete Fair Housing/EEO/Section 504 activities and LSO appointment	\$8,800.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$6,600.00
3	Complete Start of Construction Documents	\$15,400.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$4,400.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$4,400.00
6	Submit Project Completion Report and Administrative Closure	\$4,400.00
	<b>Contract Amount</b>	<b>\$44,000.00</b>

\*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

## IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Seventy-five and no/100 Dollars (\$75.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
  2. Reassessment of the environmental assessment procedures, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.

FILED FOR RECORD  
at 1:00 o'clock p.m.

JAN 28 2014

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
  4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
  6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
  7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

#### **V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

#### **VI. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement 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 reasonably promptly to the Client.

#### **VII. RECORDS AND AUDITS**

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client 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.

#### **VIII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. 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 the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

- C. Severability. 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 be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. 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 attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of 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 in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Primary Contact. The Client's contact person with the Consultant shall be the County Judge.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.
- L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or

Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. **Force Majeure.** A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

**IX. TERMS AND CONDITIONS**

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.**  
**2201 Northland Drive**  
**Austin, TX 78756**

**Hunt County**  
**2507 Lee St**  
**Greenville, Texas 75401**



BY:

\_\_\_\_\_  
**Bruce J. Spitzengel**  
**President**

BY:

  
\_\_\_\_\_  
**County Judge**

ATTEST:

BY:

  
\_\_\_\_\_  
**County Clerk**

**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES  
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
4. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
5. **TERMINATION OF AGREEMENT FOR CAUSE.** If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
6. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
7. **INTEREST OF MEMBERS OF CLIENT.** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client 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 Agreement, and Client shall take appropriate steps to assure compliance with this requirement.



8. **INTEREST OF CONSULTANT AND EMPLOYEES.** The Consultant covenants that it 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 its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant to perform services under this Agreement.
9. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
  - A. **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, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. **SECTION a109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the ground of race, color, national origin, creed, 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.
  - C. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees as follows:
    - i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant 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 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
    - ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
    - iii. The Consultant will cause the foregoing provisions in this Section 11 to be inserted in all subcontracts for any work covered by this Agreement 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.
    - iv. The Consultant will include the provisions i. through iii. in every subcontract or purchase order unless exempted.
10. **"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.**
  - A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department 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 which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Agreement 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. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to 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 Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action 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 Client shall 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 terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the 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 Department 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, 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.

11. SECTION 503 HANDICAPPED (IF \$2,500 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

- A. The parties 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 for training, including apprenticeship.
- B. The contractor agrees to comply with applicable 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 applicable 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 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.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES  
PART III - SCOPE OF BASIC SERVICES**

**Note:** Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

**A. General Administration**

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (PIM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Assist Client in meeting all special condition requirements identified in the Department contract.
7. Prepare and submit to Department Client's required Quarterly Progress Report, Minority Business Enterprise Report, and Recipient Disclosure/Update Report.
8. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
9. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
10. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

**B. Financial Management**

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

**C. Environmental Review\***

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

**D. Basic Acquisition Activities\*\***

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

**E. Construction Phase Management—Force Account (if required)\***

1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.
  2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
  3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- F. Construction Phase Management—Bid/Contract Type (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
  2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  3. Provide assistance to or act as local labor standards officer for this project.
  4. Request wage rate from Department.
  5. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
  6. Make ten-day call to Department.
  7. Verify construction contractor and any subcontractors for eligibility.
  8. Submit start of construction documents to Department.
  9. Attend (conduct if necessary) pre-construction conference and prepare minutes.
  10. Review weekly payrolls and conduct compliance follow-ups.
  11. Submit any additional classifications to Department.
  12. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
  13. Request from engineer and upon receipt process and submit change orders to Department.
  14. Maintain Monthly Employment Utilization Reports.
  15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
- G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
  2. Develop/edit Housing/OSSF Program Guidelines
  3. Coordinate with client personnel on guidelines, process/procedures
  4. Publicize and conduct program applicant in-take sessions
  5. Review program applications for eligibility
  6. Track then score/rank completed, eligible participant applications for Client approval
  7. Develop/coordinate applicant agreements
  8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
  9. Coordinate with local officials as needed (inspection, permitting)
  10. Develop bid packages
  11. Verify construction contractor and any subcontractors for eligibility with Department
  12. Conduct pre-construction conferences
  13. Process and submit change orders to Client and Department
  14. Conduct (Housing) or coordinate (OSSF) required inspections
  15. Obtain final permit/inspection reports and submit to Department
- H. Service Line Replacement on Private Property (if required)
1. Assist Client in establishing local program guidelines.
  2. Prepare proposed guidelines for review by Client and Department.
  3. Prepare resolution for Client adopting local program guidelines.
- I. Equal Opportunity/Fair Housing
1. Maintain documentation of all project beneficiaries by ethnicity and gender.
  2. Prepare Section 3 and Affirmative Action Plan.
  3. Prepare all Section 504 requirements.

4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Monthly Employment Utilization Report, Recipient Disclosure/ Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Client in responding to any monitoring findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

\*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

\*\*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks does not bill for this basic acquisition activity under its standard contract. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

**Additional General Terms Regarding Third-Party Services**

Some services will be performed by third-party service providers.

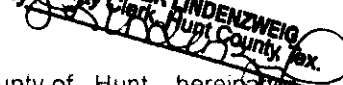
Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Party Service Providers") or is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Party Service Providers' work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by third parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance of Consultant described in this Agreement based on the provision of information to third parties shall be based on information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

FILED FOR RECORD  
at 5:00 o'clock P.M.

JAN 28 2014

JENNIFER LINDENZWEIG  
County Clerk - Hunt County, Tex.  
By: 

# ENGINEERING SERVICES CONTRACT PART I AGREEMENT

THIS AGREEMENT, entered into this 28<sup>th</sup> day of January, 2014 by and between the County of Hunt, hereinafter called the "County", acting herein by John Horn, County Judge hereunto duly authorized, and Daniel & Brown Inc. hereinafter called "Firm", acting herein by Eddy Daniel, P.E., procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

**WITNESSETH THAT:**

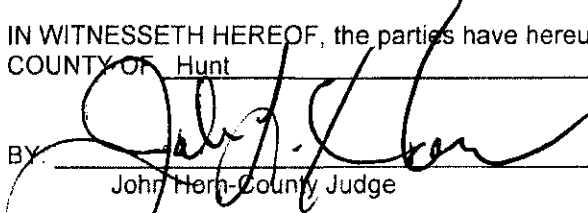
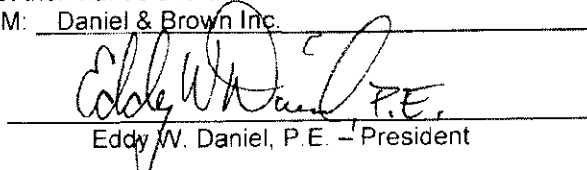
WHEREAS, the County of Hunt desires to implement Water System Improvement Project under the general direction of the Texas Community Development Program; and Whereas the County desires to engage Daniel & Brown Inc. to render certain services in connection with its Water System Improvement Project.

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 January 2014. In any event, all of the services required and performed hereunder shall be completed no later than December 2015.
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 \$ 66,250.00. Payment to Daniel & Brown Inc. 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 in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.
  - b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their 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:  BY:   
John Horn - County Judge Eddy W. Daniel, P.E. - President

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

## PART II PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES

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

### SCOPE OF SERVICES

1. Attend preliminary conferences with the Grant Recipient regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
  - 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 Grant Recipient 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 Grant Recipient's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 90 days of contract execution.
6. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction);
7. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Agriculture - Office of Rural Affairs (TDA - ORA). The format for this report is attached to this Agreement as Part IV.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
10. Ensure 10-day call is submitted to confirm prevailing wage decision issued by TxCDBG.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish Construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Start of Construction Notice to TCDBG and Notice to Proceed to construction contractor.
17. 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.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
20. Make periodic visits, no less than every 30 days during the construction period, 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.
21. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient 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 Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.
22. 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).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to



- the Grant Recipient, 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.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
  26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
  27. Conduct interim/final inspections.
  28. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans.
  29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

#### CONSTRUCTION CONTRACTS AND SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Grant Recipient.
2. The Engineer shall, prior to proceeding with the work, notify Grant Recipient 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 Grant Recipient determines that any subcontractor is incompetent or undesirable, the Grant Recipient 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 Grant Recipient.
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 TxCDBG 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 Grant Recipient 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.
  - Davis-Bacon Act – prime contractor contracts in excess of \$2,000.
  - Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
  - 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 Grant Recipient, TxCDBG, 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 Grant Recipient 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 Grant Recipient 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 Grant Recipient and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Grant Recipient 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 Grant Recipient under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Grant Recipient, 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.

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

Grant Recipient 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 Grant Recipient.	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 Grant Recipient.	5%
• Completion of final inspection and acceptance by the Grant Recipient.	5%
<b>Total</b>	<b>100%</b>

**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	\$ 105.00
Survey Crew (3 members)	\$ 150.00
Project Engineer	\$ 125.00
Engineering Technician	\$ 75.00
Project Representative	\$ 55.00
Draftsman	\$ 55.00

The fee for all other Special Services shall not exceed a total of Ten Thousand and No/100 Dollars (\$ 10,000.00). 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 and No/100 Dollars (\$ 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 Five percent (5%) overhead charge. All fees for testing shall not exceed a total of Five Thousand and No/100 Dollars (\$ 5,000.00).
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 novation), 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 TxCDBG issued there under 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 Firm 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 Firm 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.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
  - a. The Firm 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 Firm 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 Firm 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 Firm'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 Firm 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 Grant Recipient and no other public official of such Grant Recipient, 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.

#13,018

Delores Shelton, CIO, CCT  
Hunt County Treasurer

FY 11: Monthly Report, December 2013

FILED FOR RECORD  
at 12:00 o'clock P M  
JAN 28 2014  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *Jennifer Lindenzweig*

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$15,676,414.56**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 28 day of January, 2014.

*Delores Shelton*  
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(e)


*John L. Horn*  
John L. Horn, Hunt County Judge

*Eric Evans*  
Eric Evans, Pct #1

*Jay Atkins*  
Jay Atkins, Commissioner, Pct 2

*Phillip A. Martin*  
Phillip Martin, Commissioner, Pct #3

*Jim Latham*  
Jim Latham, Pct 4



**Hunt County Treasurer  
Monthly Report  
December 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL</b>	811,169.40	5,982,312.23	-2,976,521.71	-3,000,000.00	<b>816,959.92</b>
10-Chase Investment	5,845,085.84	362.98	0.00	3,000,000.00	<b>8,845,448.82</b>
10-Chase Retirement	255,732.70	10.19	-45,072.72	0.00	<b>210,670.17</b>
10-TexPool Investment	146,052.09	4.60	0.00	0.00	<b>146,056.69</b>
10-TexStar Investment	216,748.08	6.59	0.00	0.00	<b>216,754.67</b>
10-InWood Nat'l Bank CD	548,481.00	338.10	0.00	0.00	<b>548,819.10</b>
10-TexPool Investment, Jail	581,404.83	18.39	0.00	0.00	<b>581,423.22</b>
<b>10-General Fund Totals:</b>	<b>8,404,673.94</b>	<b>5,983,053.08</b>	<b>-3,021,594.43</b>	<b>0.00</b>	<b>11,366,132.59</b>
<b>20-Law Library</b>	-7,490.75	2,870.00	-3,344.50		<b>-7,965.25</b>
<b>21-R&amp;B #1</b>	1,978.83	276,477.47	-76,405.14	0.00	<b>202,051.16</b>
21-R&B #1, TexPool Invest.	249,903.23	7.84	0.00	0.00	<b>249,911.07</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>251,882.06</b>	<b>276,485.31</b>	<b>-76,405.14</b>	<b>0.00</b>	<b>451,962.23</b>
<b>22-R&amp;B #2</b>	-2,844.07	272,389.25	-78,640.87	0.00	<b>190,904.31</b>
22-R&B #2, TexPool Invest.	194,012.42	6.13	0.00		<b>194,018.55</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>191,168.35</b>	<b>272,395.38</b>	<b>-78,640.87</b>	<b>0.00</b>	<b>384,922.86</b>
<b>23-R&amp;B #3</b>	-2,521.61	272,060.91	-78,819.13	0.00	<b>190,720.17</b>
23-R&B #3, TexPool Invest	225,173.70	7.08	0.00	0.00	<b>225,180.78</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>222,652.09</b>	<b>272,067.99</b>	<b>-78,819.13</b>	<b>0.00</b>	<b>415,900.95</b>
<b>24-R&amp;B #4</b>	-873.88	271,992.40	-93,235.00	0.00	<b>177,883.52</b>
24-R&B #4, TexPool Invest	113,377.74	3.60	0.00	0.00	<b>113,381.34</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>112,503.86</b>	<b>271,996.00</b>	<b>-93,235.00</b>	<b>0.00</b>	<b>291,264.86</b>
<b>25-Health Private</b>	68,205.14	2,623.62	-2,041.14		<b>68,787.62</b>
<b>26-State Health Services</b>	-90,134.87	3,759.03	-31,634.39		<b>-118,010.23</b>
<b>27-Hunt County Grants</b>	32,036.16	8,724.96	-11,562.34		<b>29,198.78</b>
<b>68-JP, DDC Fee Fund</b>	134,806.64	594.00	-313.75		<b>135,086.89</b>
<b>71-DC Record Management</b>	6,929.82	364.14	-655.78		<b>6,638.18</b>
<b>70-Voter Admin 19</b>	-2,017.00	2,017.00	-264.50		<b>-264.50</b>
<b>74-Elections Special</b>	42,256.97	389.24	-462.63		<b>42,183.58</b>
<b>75-CA-DWI</b>	6,730.35	817.55	0.00		<b>7,547.90</b>
<b>81-CC Rec Mgt Preservation</b>	48,391.08	9,461.76	-1,651.67	0.00	<b>56,201.17</b>
81-CC Rec Mgt Pr. TexPool	60,380.07	1.90	0.00	0.00	<b>60,381.97</b>
<b>81-CC RMP Fund Totals:</b>	<b>108,771.15</b>	<b>9,463.66</b>	<b>-1,651.67</b>	<b>0.00</b>	<b>116,583.14</b>
<b>82-Courthouse Security</b>	334,996.81	3,089.88	-15,962.21		<b>322,124.48</b>
<b>83-Justice Court Sec.</b>	75,851.76	349.36	-535.56		<b>75,665.56</b>



**Hunt County Treasurer  
Monthly Report  
December 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	26,989.73	360.00	0.00		27,349.73
85-Co & District Court Tech	6,482.94	239.89	0.00		6,722.83
86-County Record Preserva	42,708.55	840.00	-12.50		43,536.05
87-Justice Court Technolog	146,555.57	1,382.98	-466.76		147,471.79
88-County Clerk Archive	80,452.31	6,435.00	0.00		86,887.31
89-County Record Mgt Pres	22,036.38	2,632.34	-10,191.50		14,477.22
91-LEOSE	17,197.92	0.00	0.00		17,197.92
95-Juv Prob. Center Fund	181,086.02	629,188.52	-117,995.73		692,278.81
96-Juv Prob "A-Z" Grant	128,937.48	55,948.88	-41,306.33		143,580.03
97-Juv Prob Title IV E Fund	5,297.21	22.12	-1,474.58		3,844.75
97-Juv Prob Title IV Texpoo	10,785.88	0.31	0.00		10,786.19
<b>97-Juv Prob Fund Totals:</b>	<b>16,083.09</b>	<b>22.43</b>	<b>-1,474.58</b>		<b>14,630.94</b>
<b>50-Debt Service (I&amp;S)</b>	<b>206,346.74</b>	<b>314,222.41</b>	<b>-22,538.35</b>	<b>0.00</b>	<b>498,030.80</b>
<b>50-Debt Service TexPool Inv</b>	<b>332,473.97</b>	<b>10.51</b>	<b>0.00</b>	<b>0.00</b>	<b>332,484.48</b>
<b>50-Debt Service Fund Total:</b>	<b>538,820.71</b>	<b>314,232.92</b>	<b>-22,538.35</b>	<b>0.00</b>	<b>830,515.28</b>
<b>61-Right of Way</b>	<b>260.59</b>	<b>0.00</b>	<b>0.00</b>		<b>260.59</b>
<b>61-Right of Way, TexPool Inv</b>	<b>63,744.43</b>	<b>1.99</b>	<b>0.00</b>	<b>0.00</b>	<b>63,746.42</b>
<b>61-Right of Way Fund Totals:</b>	<b>64,005.02</b>	<b>1.99</b>	<b>0.00</b>		<b>64,007.01</b>
<b>Total of Funds:</b>	<b>11,165,178.20</b>	<b>8,122,345.15</b>	<b>-3,611,108.79</b>	<b>0.00</b>	<b>15,676,414.56</b>

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	5,945,000.00	0.00	5,945,000.00	09/30/2019
Reserve Compter Upgrade '08	2,493.87	0.00	2,493.87	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	47,875.23	0.00	47,875.23	05/14/2014
Pct 2 Reserve Reclaimer	24,126.58	-2,400.38	21,726.20	
<b>Totals:</b>	<b>6,336,687.51</b>	<b>-2,400.38</b>	<b>6,334,287.13</b>	

Debt balance does not reflect interest due for balance of debt.

<b>2013</b>			<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>
January			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February			0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March			0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April			0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May			0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June			0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July			0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August			0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September			0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October			0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November			0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December			0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:			0.0663%	0.0679%	0.1383%	0.1367%	0.7500%

<b>2012</b>			<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>InWood-CD</b>
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May			0.1246%	0.1273%	0.1500%	1.0000%
June			0.1395%	0.1379%	0.1500%	1.0000%
July			0.1316%	0.1359%	0.1500%	1.0000%
August			0.1313%	0.1326%	0.1500%	1.0000%
September			0.1572%	0.1574%	0.1500%	1.0000%
October			0.1657%	0.1746%	0.1500%	0.7500%
November			0.1564%	0.1720%	0.1500%	0.7500%
December			0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:			0.1301%	0.1347%	0.1500%	0.9375%

<b>2011</b>			<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>InWood-CD</b>
January			0.1587%	0.1637%	0.2200%	1.6500%
February			0.1470%	0.1476%	0.2100%	1.6500%
March			0.1461%	0.1408%	0.2000%	1.6500%
April			0.1122%	0.1108%	0.2000%	1.6500%
May			0.0838%	0.0863%	0.2000%	1.6500%
June			0.0793%	0.0889%	0.2000%	1.6500%
July			0.0665%	0.0746%	0.2000%	1.6500%
August			0.0851%	0.0940%	0.2000%	1.6500%
September			0.0929%	0.0906%	0.1700%	1.6500%
October			0.0839%	0.0807%	0.1700%	1.6500%
November			0.1080%	0.0973%	0.1700%	1.0000%
December			0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:			0.1645%	0.0995%	0.1925%	1.5417%

Quarterly Investment Report  
October - December 2013

# 13,019

FILED FOR RECORD  
at 12:00 o'clock P M  
JAN 28 2014  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

FUND	BEG. BALANCE	DEPOSITS	WITHDRAWALS	INTEREST	QTR ENDING INVESTMENT BALANCE
<b>TEX POOL ACCOUNTS</b>					
<b>General Operating</b>	\$146,040.54	\$0.00	\$0.00	\$16.15	\$146,056.69
<b>R &amp; B 1</b>	\$404,879.06	\$0.00	(\$155,000.00)	\$32.01	\$249,911.07
<b>R &amp; B 2</b>	\$338,992.89	\$0.00	(\$145,000.00)	\$25.66	\$194,018.55
<b>R &amp; B 3</b>	\$285,154.10	\$0.00	(\$60,000.00)	\$26.68	\$225,180.78
<b>R &amp; B 4</b>	\$158,367.21	\$0.00	(\$45,000.00)	\$14.13	\$113,381.34
<b>DEBT SERVICE</b>	\$332,447.70	\$0.00	\$0.00	\$36.78	\$332,484.48
<b>R.O.W</b>	\$63,739.40	\$0.00	\$0.00	\$7.02	\$63,746.42
<b>REC. MGT-CC</b>	\$60,375.30	\$0.00	\$0.00	\$6.67	\$60,381.97
<b>Juvenile Probation</b>	\$17,784.60	\$0.00	(\$7,000.00)	\$1.59	\$10,786.19
Jail Lawsuite Settlement Fund	\$581,358.93	\$0.00	\$0.00	\$66.65	\$581,425.58
<b>TOTAL TEXPOOL</b>	\$2,389,139.73	\$0.00	(\$412,000.00)	\$233.34	\$1,977,373.07
<b>TexStar-G.O.</b>	\$216,732.87	\$0.00	\$0.00	\$21.80	\$216,754.67
<b>CHASE GENERL INV</b>	\$7,643,862.66	\$3,000,000.00	(\$1,800,000.00)	\$1,586.16	\$8,845,448.82
<b>CHASE RETIREE FUND</b>	\$0.00	\$275,000.00	(\$64,389.60)	\$59.77	\$210,670.17
<b>Inwood C.D.-G.O.</b>	\$547,794.16	\$0.00	\$0.00	\$1,024.94	\$548,819.10
<b>TOTAL INVESTMENT</b>	\$10,797,529.42	\$3,275,000.00	(\$2,276,389.60)	\$2,926.01	\$11,799,065.83

Prepared by: *Delores Shelton*  
Hunt County Treasurer  
Prepared: 01/10/2014

Quarterly Investment Report  
 October - December 2013

Investment All Funds	Quarter Balance
TexPool Investment	\$1,977,373.07
TexStar Investment	\$216,754.67
Chase Money Market Fund	\$8,845,448.82
Chase Retiree Fund	\$210,670.17
Inwood National Bank C.D.	\$548,819.10
<b>Total Investments:</b>	<b>\$11,799,065.83</b>

<b>Total General Operating Investments:</b>	<b>\$9,757,079.28</b>
(Does not include R&B, Debt Service, ROW, CCRM, Juv Prob, Jail, Retiree Fund)	

#13,030

TAX ABATEMENT AGREEMENT

FILED FOR RECORD  
at 2:00 o'clock P M  
JAN 28 2014  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

THE STATE OF TEXAS :  
:  
COUNTY OF HUNT :

This Tax Abatement Agreement (hereinafter referred to as the ("Agreement")) is made and entered into by and between Hunt County, Texas ("Governmental Unit") and International Grains and Cereal, LLC, ("Owner") the owner of taxable real property in the City of Greenville and Hunt County, Texas ("Property").

WHEREAS, the City of Greenville, Texas has designated certain property as a Reinvestment Zone within its city limits and located at 6902 Highway 66; and

WHEREAS, Owner is the owner of certain real property located at 6902 Highway 66 in Greenville, Texas; and

WHEREAS, Owner intends to locate their new facility on such property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

1. "Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
2. "Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility". It does not mean or include "deferred maintenance".
3. "Base Year Value" means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1, 2013 preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, 2013, but before the execution of this Agreement. The parties hereto have agreed that the value of

Improvements made January 1, 2013 but before execution of this Agreement is \$0.00.

4. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, installed, constructed, or added between January 1, 2013 and January 1, 2015, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
5. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
6. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
7. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided in the Guidelines and Criteria for Granting Tax Abatement; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
8. "Community Entities" means the Greenville 4A Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
9. "Completion Agreement" means the Agreement by and between Greenville 4A Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and International Grains and Cereal, LLC, containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

### III. PROPERTY

The Property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit "A" attached hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2013, valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

Land and Improvement	\$	<u>3,160,590</u>
Machinery & Equipment	\$	<u>- 0 -</u>

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2013. This is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2013, and for which abatement is sought and not otherwise reflected on the above valuation Property is referred to as "Eligible Property".

### IV. TERM OF ABATEMENT AND AGREEMENT

#### Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the real property components of the Eligible Property in accordance with the terms and conditions of this agreement, specifically: buildings, structures, and site improvements. The Abatement shall be effective with the January 1 valuation date effective January 1, 2015. The Abatement shall continue for six (6) years, expiring as of December 31 of the 2020 tax year for eligible land and improvement value. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the sixth (6<sup>th</sup>) tax year unless extended by agreement in compliance with local and state law.

#### Machinery and Equipment

The Governmental Unit agrees to abate the ad valorem taxes on the business personal property components of the Eligible Property in accordance with the terms and conditions of this agreement, specifically: fixed machinery and equipment. The Abatement shall be effective with the January 1 valuation date effective January 1, 2015. The Abatement shall continue for four (4) years, expiring as of December 31 of the 2018 tax year for the value of the fixed machinery and equipment. The years of Abatement provided herein shall in each instance coincide with the

tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the fourth (4<sup>th</sup>) tax year in which an abatement is granted hereunder unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

## V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;
- (4) The value of the personal property comprising the Property, excluding fixed machinery and equipment under Sections II(4) and IV, shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

## VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for six (6) years of eligible appraised value of Real Property Investment and taxes shall be abated annually as follows:

	<u>Abatement</u>
Year One	60%
Year Two	60%
Year Three	60%
Year Four	60%
Year Five	60%
Year Six	60%

Tax abatement schedule for four (4) years of eligible appraised value of Business and Personal Property investment and taxes shall be abated annually as follows:



Abatement

Year One	60%
Year Two	60%
Year Three	60%
Year Four	60%

**VII. CONTEMPLATED IMPROVEMENTS**

Owner represents that it will expand and/or renovate a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Upon completion of the Project, the Reinvestment Advisory Committee shall review the Added Value, as determined by the Hunt County Appraisal District, as well as the number of additional permanent employees added to the project site. If the Added Value is less than \$1 million, the Reinvestment Advisory Committee may recommend to the Governmental Unit that the amount of Abatement be immediately adjusted or extinguished.

**VIII. EVENTS OF DEFAULT AND RECAPTURES**

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and the taxes for the calendar year in which this Agreement terminates that would have been payable but for the abatement granted hereunder shall be paid on or before the later of (i) 60 days of the termination of this agreement and (ii) the date upon which taxes on the Property must be paid without late fees or interest thereon. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed

machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.

- 3) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit, determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice (“Cure Period”), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and

additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

- E. Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the governing body of each taxing unit that Owner is in compliance with each applicable term of this agreement.

## **X. ADMINISTRATION**

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

## **X. ASSIGNMENT**

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide

substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee are indebted to the Governmental Unit for ad valorem taxes or other obligations.

## XI. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

International Grains and Cereal, LLC  
420 Lexington Ave., Suite 802  
New York, NY 10170  
Attention: Tax Accounting

with a copy to:

Stutzman, Bromberg, Esserman & Plifka  
2323 Bryan Street, Suite 2200  
Dallas, TX 75201  
Attention: J. Carson Trimble

To the Governmental Unit(s)

Hunt County  
2507 Lee Street  
Greenville, Texas 75401  
Attention: Judge John Horn

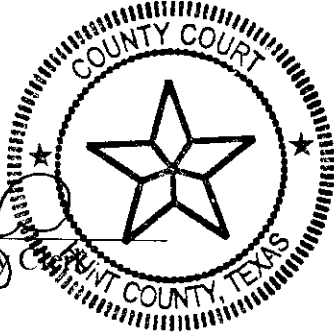
Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

Executed this the 28 day of January, ~~2013~~ 2014 *JH*

**WITNESS:**

*Jennifer Lindenzweig*  
Jennifer Lindenzweig, County Clerk  
Greenville, Texas



**GOVERNMENTAL UNIT:**

*John Horn*  
John Horn, County Judge  
Greenville, Texas

**APPROVED AS TO FORM:**

*Daniel Ray*

Daniel Ray, County Attorney  
Hunt County  
Greenville, Texas

**WITNESS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

International Grains and Cereal, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Plant Manager

**Exhibit A**  
**Property Legal Description**

Being all that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Lot 1, Block 1 of the Lance Addition recorded in the Deed Records of Hunt County in Volume 400 at Page 1282 and address being 6902 Highway 66, Greenville, Texas 75401.

**Exhibit B**  
**Project Description**

New construction of approximately 6,000 sq ft, renovation of 70,000 sq ft, upgrading of mechanical, electrical infrastructure. Addition of process equipment, laboratory equipment, office equipment & furniture, lift trucks, packaging material.