

#13,065 (2)

OFFICE OF

**NOBLE D. WALKER, JR.**  
**DISTRICT ATTORNEY**

Hunt County Courthouse, 4<sup>th</sup> Floor  
P. O. Box 441  
Greenville, Texas 75403-0441  
(903) 408-4180 - Telephone  
(903) 408-4296 - Facsimile

FILED FOR RECORD  
at 11:15 o'clock A M  
MAR 11 2014  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX.  
By [Signature]

March 5, 2014

John Horn - Hunt County Judge  
Eric Evans - Commissioner Pct. 1  
Jay Atkins - Commissioner Pct. 2  
Phillip Martin - Commissioner Pct. 3  
Jim Latham - Commissioner Pct. 4  
Hunt County Courthouse  
Greenville, Texas 75401

*Via Hand-Delivery*

Re: Forfeiture Fund Budget - 2013-2014

Dear Judge Horn and Commissioners:

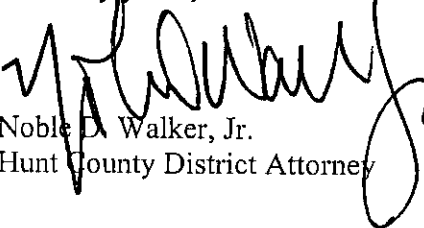
Please find attached a proposed budget for funds seized and forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

As you are aware, the Code authorizes the District Attorney to expend forfeiture funds for the official purposes of his office related to law enforcement. Because these expenditures will come from forfeited funds, there will be no expense to the County for these items.

I appreciate your consideration of these matters.

With kindest regards,

Sincerely yours,

  
Noble D. Walker, Jr.  
Hunt County District Attorney

NDW/  
Attachment

**Hunt County District Attorney's Office  
Forfeiture Fund Budget  
October 1, 2013 through September 30, 2014**

Office

Operating Supplies.....	\$12,000.00
Maintenance/Repairs.....	\$ 5,000.00
Training/CLE.....	\$ 5,000.00

Other Expenditures

Greenville Police Department Kids Kamp.....	\$ 1,000.00
CAC Annual Banquet.....	\$ 1,500.00
Crime Victim Restitution.....	\$ 5,000.00
Law Enforcement Training and Equipment.....	\$ 5,000.00

Total.....\$ 34,000.00



#13,066

**-TechT**  
**Security • Audio • Video**

FILED FOR RECORD  
at 11:15 o'clock A M

MAR 11 2014

JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, Tex

## Hunt- Jail Camera System

Hunt County Sherrifs Department

Greenville, TX

Pro-TechT LP is a locally owned and operated company with over 19 years of experience. We pride ourselves in exceeding our customers' expectations on every project we perform. We aim to provide our clients a high end experience with exceptional design, workmanship, and outstanding customer service. At Pro-TechT, we strive to stay ahead of the curve when it comes to the ever-changing world of technology. This allows us to provide cutting edge installations, while educating customers on current industry trends.

We appreciate the opportunity to submit our Security proposal. While evaluating this proposal it's important to bear in mind that there are flexible options that allow our customers to pick and choose which items they would like to have installed on their new system. And as always, Pro-TechT looks forward to solving all of your AV and Security needs.

Prepared by:  
Pro-TechT  
John Howell  
protecht@verizon.net  
(214) 549-8818

# HUNT COUNTY SHERRIFS DEPARTMENT - HUNT- JAIL CAMERA SYSTEM

## JAIL CONTROL ROOM

### Camera

4	Costar 16 Channel EVR 4 TB Costar CR1600EV <i>This 4 TB EVR allows your system to utilize existing analog cameras through edgelink Technology. The EVR acts as an ecoder allowing these systems to be combined with the new NVRs into one easy to use system.</i>	\$10,600.00
1	Costar Desktop Computer for Monitor output Costar Costar DSK 4OUT i7 <i>This Costar Desktop Computer has an i7 Core Processor, Quad Monitor HDMI output, Windows 7 Pro, 16GB Ram, 2TB Hard Drive, and Bluetooth Keyboard and Mouse. This unit will be located in the Jail Control Room.</i>	\$5,245.00

Area Total	Labor \$0.00	Equipment \$15,845.00
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## PARTS

### Camera

1	All Cables for Installation (HDMI, cat5, etc) and Conduit Pro-TechT Pro-TechT Cables <i>All Necessary HDMI Cables, Video Cables, Patch Cables and Cat5e Connections</i>	\$1,250.00
1	Customers Existing Equipment for this Area Pro-TechT Customer Equip <i>We will utilize the existing cameras in the Jail, wiring, power supplies and the like. We will relocate the power supplies to behind the DVR Locaitons for ease of service and repair.</i>	\$0.00
7	Outdoor Vandal-proof Dome Camera w/ 550 lines Snap AV WPS-550-DOM-A-WH <i>White Outdoor Vandal-proof Dome Camera w/ 600 lines of resolution and IR</i>	\$2,449.65

Area Total	Labor \$0.00	Equipment \$3,699.65
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**LABOR**

**Camera**

140	Est Prewire, Installation and Programming Labor - Hourly Pro-TechT Certified Tech Labor - Hourly <i>Hours of Estimated Time for Prewire, Installation and Programming Labor - Hourly</i>	\$13,300.00
8	System Training Pro-TechT Training <i>We will train the operators of this system as to it's features, functions and operations. We will also have the manufacturers representative onsite for this time.</i>	\$760.00

Area Total Labor \$0.00 Equipment \$14,060.00

**TERMS**

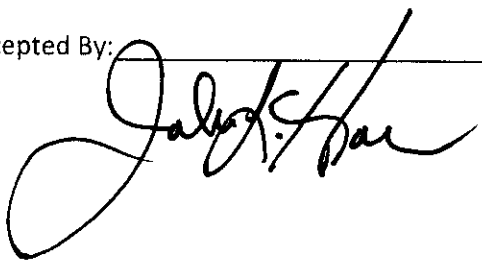
**Audio/Video**

1	Terms-75% Deposit on Accepted Job Pro-TechT Pro-TechT Deposit Terms <i>Upon acceptance, a 75% deposit is required in order to purchase equipment. The remaining balance is due upon job completion and demonstration. We look forward to solving your AV and Security needs.</i>	
	Deposit Total	(\$25,203.49)
	Remaining Balance Upon Completion	(\$8,401.16)

**PROJECT SUMMARY**

Equipment Total	\$33,604.65
Tax	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$33,604.65</b>

The scope of this project as outlined in this proposal, with above payment terms, is accepted. Any additional work will be approved with a written change order and will result in additional costs.

Accepted By:  Date: 3-11-2014

# Product Details



## **Costar 16 Channel EVR 4 TB**

**CR1600EV**

This 4 TB EVR allows your system to utilize existing analog cameras through edgeliNK Technology. The EVR acts as an encoder allowing these systems to be combined with the new NVRs into one easy to use system.

Dimensions:



## **Costar Desktop Computer for Monitor output**

**Costar DSK 4OUT I7**

This Costar Desktop Computer has an i7 Core Processor, Quad Monitor HDMI output, Windows 7 Pro, 16GB Ram, 2TB Hard Drive, and Bluetooth Keyboard and Mouse. This unit will be located in the Jail Control Room.

Dimensions:



## **All Cables for Installation (HDMI, cat5, etc) and Conduit Pro-TechT Cables**

All Necessary HDMI Cables, Video Cables, Patch Cables and Cat5e Connections

Dimensions:



## **Outdoor Vandal-proof Dome Camera w/ 550 lines**

**WPS-550-DOM-A-WH**

White Outdoor Vandal-proof Dome Camera w/ 600 lines of resolution and IR

Dimensions:



## **Est Prewire, Installation and Programming Labor - Hourly**

**Labor - Hourly**

Hours of Estimated Time for Prewire, Installation and Programming Labor - Hourly

Dimensions:



## **Terms-75% Deposit on Accepted Job**

**Pro-TechT Deposit Terms**

Upon acceptance, a 75% deposit is required in order to purchase equipment. The remaining balance is due upon job completion and demonstration. We look forward to solving your AV and Security needs.

Dimensions:



1.800.331.0500

#13,067

## WIRELESS CUSTOMER AGREEMENT

Activation Date	2-25-14		Market/Region	Dallas	
Agent Code	2205H				
Salesperson	Dale Crumpton				
Customer Information					
Billing Name / Legal Name (First, M.I., Last)	Hunt County Tax Office				
Attention Line	John Horn				
Customer Place of Primary Use (PO Box Not Acceptable)	2500 Stonewall #101				
City	Greenville	State	TX	ZIP Code	75401
Billing Address (If Different)	PO Box 1042				
City	Greenville	State	TX	ZIP Code	75403
Home Number	937.408.4000	Work Number			
Business Billing Information					
<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation					
Authorized Person to Sign for Account	John Horn - County Judge				
Authorized Individual Title	Randy Wineinger				
Contact Number	903.456.1803				
Tax Exempt Tax ID Number	7560001017	<input type="checkbox"/> FED	<input type="checkbox"/> Local	<input checked="" type="checkbox"/> State	<input type="checkbox"/> Other
Credit and Billing Information					
Account Number	87257699509				
Advance Payment / Deposit Amount	\$				
Additional Notes:	NO TAX				

Wireless Equipment Information				
	1st	2nd	3rd	4th
Wireless Number	903 456 8691	903 456 4098		
Activation				
Upgrade				
1 year				
2 year	✓			
No Commitment				
Activation Charge				
Upgrade Charge				

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JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

Monthly Plan and Promotion			
Rate Plan	Mobile Share Data 4GB		
Monthly Service	with 2 iPads \$50.00		
Included Minutes	per month		
Price per Addl. Min.	w/insurance \$13.98		
Promotional Offer	per month		
Cost after expiration	total monthly \$63.98		

Note: for informational purposes only; in case of conflicts, rate plan brochures control.

Optional Features / Rate Plan Options			
Check	Feature Name	Customer Initials	Cost Mo.
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL			\$

Qty	Tax	Item#	Product/Description	ESN/SIM	MSN/IMEI	Net Unit Price
1	X	69477	iPad 64GB		358769057090704	\$789.00
1	X	69477	iPad 64GB		358769057266460	\$789.00
TOTAL						\$

**REGULATORY COST RECOVERY CHARGE** AT&T imposes a Regulatory Cost Recovery CHARGE of up to \$1.25 to help defray its costs incurred in complying with State and Federal telecom regulations, and State and Federal Universal Service charges, and surcharges for government assessments on AT&T. These are not taxes or government-required charges.

**GUARANTEE** If you are signing on behalf of an entity, you represent that you are authorized to sign on its behalf, and you agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. You agree AT&T can collect directly from you without first proceeding against the entity.

**CONTRACT PROVISIONS** This Agreement incorporates and includes by reference AT&T's current Wireless Customer Agreement #FMS TC T 0111 0180 E including its **arbitration clause**, which requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

**SERVICE/COVERAGE LIMITATIONS** Service is not available at all times in all places. There are gaps in coverage within the service areas shown on coverage maps.

**SERVICE COMMITMENT** Your Service Commitment begins on the day we activate your service.

**CANCELLATION/TERMINATION/EARLY TERMINATION FEE** If you terminate your Agreement within three (3) days of accepting the Agreement, you will be entitled to a refund of your activation fee, if any, but you must return the Equipment purchased in connection with your Agreement. You may terminate this Agreement, for any reason and without incurring the Early Termination Fee ("ETF"), within thirty (30) days of accepting your Agreement. PROVIDED, you will remain responsible for any Services fees and charges incurred. If you purchase Equipment directly from AT&T in connection with your Agreement, but you terminate within 30 days and fail to return the Equipment to AT&T, you will be subject to an Equipment Fee in the maximum amount of the difference between the no-commitment price of the Equipment and the amount you actually paid for the Equipment. AT&T may charge you a restocking fee for any returned Equipment. iPhone returns are subject to a 10% restocking fee, except where prohibited.

You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth in the Wireless Customer Agreement, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an ETF in the amount specified below. If your Service Commitment includes the purchase of certain specified equipment on or after June 1, 2010, the ETF will be \$325 minus \$10 for each full month of your Service Commitment that you complete. (For a complete list of the specified equipment, check att.com/equipmentETF.) Otherwise, your ETF will be \$150 minus \$4 for each full month of your Service Commitment that you complete. The ETF is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

**IPHONE AND CERTAIN OTHER DEVICES** An eligible data plan is required for certain devices, including iPhones and other designated Smartphones. The data plans do not cover international data charges. If it is determined that you are using an iPhone or other designated Smartphone without an eligible data plan, AT&T reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee.

**OPTIONAL ROADSIDE ASSISTANCE IS AVAILABLE FROM AT&T** Enroll for \$2.99/month and get the first 30 days free. After the free period the charge is 2.99/month per line. You may cancel at any time by contacting AT&T.

**Mobile Content** I understand that wireless devices can be used to purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, and news alerts from AT&T or other companies. I understand that I am responsible for all authorized charges associated with such purchases from any device assigned to my account, that these charges will appear on my bill (including charges on behalf of other companies), and that such purchases can be restricted by using parental controls available from an AT&T salesperson, at att.com/wireless, or by calling AT&T.

**Wireless Phone Insurance** If not already enrolled, ask about optional Wireless Phone Insurance. If eligible, you have 30 days from the date of activation or upgrade to add it. Provided by Asurion Protection Services, underwritten by CNA. See brochure for complete terms and conditions. Key terms include: Premium: \$4.99/month; Non-refundable Deductible: from \$50-\$125/per claim. Limits: Two claims per 12 months; maximum replacement value of \$1500/per claim. Replacements may be refurbished or different model. Cancel at any time for a prorated refund of the monthly charge. iPhone is not eligible for insurance through AT&T but is available through Asurion at mymobileprotect.com.

**I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE WIRELESS CUSTOMER AGREEMENT, WHICH WAS PROVIDED TO ME PRIOR TO SIGNING BELOW. If buying an iPhone, I agree that use of the iPhone acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.**

Customer Signature / Authorization:

Sales / Dealer Signature:

AT&amp;T • 1025 Lenox Park Blvd. • Atlanta, GA 30319

ORIGINAL - AT&amp;T    YELLOW - SALES REP    PINK - CUSTOMER

# 13,068

## Proclamation

Miss Texas 2013 Ivana Hall Day  
March 15, 2014

FILED FOR RECORD  
at 11:15 o'clock A M  
MAR 11 2014  
JENNIFER LINDENZWEIG  
COUNTY CLERK, HUNT COUNTY, TEXAS  
By Jennifer Lindenzweig

WHEREAS, on July 6, 2013, Ivana Hall – representing North Texas – was crowned Miss Texas 2013 from a field of 48 contestants; and,

WHEREAS, Ivana is a 23-year-old senior at Texas Woman's university, majoring in government with an emphasis in political science with hopes of one day becoming an attorney; and,

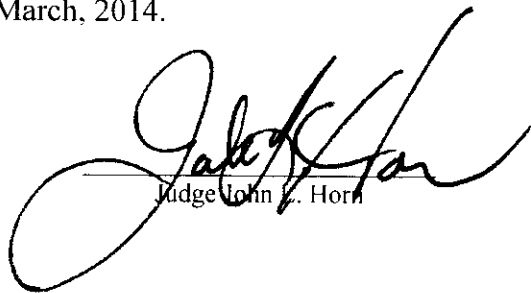
WHEREAS, Ivana will spend her year of service as Miss Texas promoting her personal platform of 'Each One, Reach Out to One' – HIV/AIDS Education and Resources", as well as championing the Miss America Organization's national platform while volunteering at the Children's Miracle Network hospitals around the state; and,

WHEREAS, Ivana competed last September with 52 other contestants for the title of Miss America 2014 at Atlantic City, N.J. and was named Top 10 finalist; and,

WHEREAS, Ivana competed for five years in Miss Texas, including 2011 as Miss Hunt County; making several appearances throughout the county that year representing the local title with great dignity and pride.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT that March 15, 2014 be Miss Texas 2013 Ivana Hall Day.

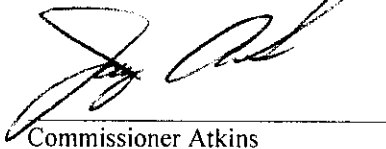
ORDERED this 11<sup>th</sup> day of March, 2014.



Judge John L. Horn



Commissioner Evans



Commissioner Atkins



Commissioner Martin



Commissioner Latham





#13,069

# PROCLAMATION

*Poison Prevention Week  
HUNT COUNTY, TEXAS  
March 17-22, 2014*

**FILED FOR RECORD**  
at 11:15 o'clock A M  
**MAR 11 2014**  
By **JENNIFER LINDENZWEIG**  
County Clerk, Hunt County, Tex.

**WHEREAS**, our society has become increasingly dependent on household chemicals to perform labor and time-saving miracles, and on medicine to provide health-giving, and life-sustaining benefits; and,

**WHEREAS**, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them; and,

**WHEREAS**, over the past 52 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety of packaging can help eliminate them; and,

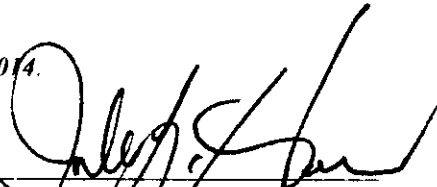
**WHEREAS**, the efforts of our community organizations, complimented by the efforts of the North Texas Poison Center, have reduced childhood poisonings in Hunt County; and,

**WHEREAS**, the North Texas Poison Center, a regional poison center, located at Parkland Health and Hospital System, provides the ultimate in human service programming, and immediate and accessible emergency information to save lives of victims of poison related emergencies; and,

**WHEREAS**, these programs must continue as long as even one child ingests a household product or medicine by mistake.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT** that the week of March 16-22, 2014, be hereby proclaimed as *Poison Prevention Week in Hunt County, Texas*, and we further direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our citizens to the continued danger of misusing medications and household products, and to promote effective safeguards against accidental poisonings among young children.

**ORDERED** this 11<sup>th</sup> day of March, 2014.

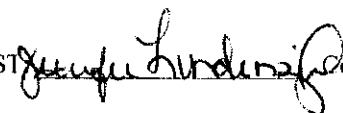
  
\_\_\_\_\_  
Judge John L. Horn

  
\_\_\_\_\_  
Commissioner Evans

  
\_\_\_\_\_  
Commissioner Martin

  
\_\_\_\_\_  
Commissioner Atkins

  
\_\_\_\_\_  
Commissioner Latham

ATTEST  County Clerk



# 13,072

**CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES**

FILED FOR RECORD  
at 11:15 o'clock A M

MAR 11 2014

JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, Tex.

**PURPOSE:**

This contract is between the Hunt County Tax Assessor/Collector ("TAC") and the \_\_\_\_\_ ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

**I. SCOPE OF SERVICES**

**1. SERVICES TO BE RENDERED BY TAX ASSESSOR/COLLECTOR**

- A. TAC shall assess and collect as valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as TAC collects taxes due and owing Hunt County ("County") on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates, and regulations, and shall include the following:
- a. receiving the Certified Appraisal Roll from the appropriate Appraisal District(s) and monthly changes thereto;
  - b. providing mortgage companies, property owners and/or tax representatives tax roll and payment data;
  - c. providing all necessary assessments of taxes as required;
  - d. preparing consolidated tax statements including the taxes for the current year for each taxpayer within its jurisdiction and mail, or electronically deliver upon request according to Texas Property Tax Code, Section 31.01 Tax Bills, Sub-Sec. (k), within the timeframe mandated by the Tax Code, Section 31.03;
  - e. the transmittal of tax statements via appropriate medium;
  - f. processing property tax payments;
  - g. calculations of effective tax rates, roll back tax rates and Truth in Taxation notices for publication unless instructed otherwise; and
  - h. mailing a minimum of one reminder to each account which remains unpaid after the end of February, with "*personal property*" reminders being mailed between March 1<sup>st</sup> and March 15<sup>th</sup>, and "*real property*" reminders being mailed between May 16<sup>th</sup> and May 29<sup>th</sup>.
- B. Additionally, on Taxing Unit's behalf, TAC shall:
- a. approve and refund erroneous or overpayments, if provided sufficient historical information by Taxpayer;
  - b. approve or reject request for waiver of penalties and interest for delinquent taxes owed;
  - c. prepare and issue tax certificates; and
  - d. prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements or ad valorem taxes.

## 2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

- A. TAC might further perform or render additional related services when requested by Taxing Unit, which additional services might result in additional costs and fees to be paid by Taxing Unit. Before any such additional services are commenced by separate written agreement

## 3. EXCLUSIONS

- A. The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all cost incurred by the TAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the cost that would be incurred, regardless of the outcome of the election.
- B. In the event of a rollback election by the Taxing Unit, The TAC shall assume no duty or responsibility hereunder regarding:
  - a. any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District;
  - b. the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto; or
  - c. any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in the Agreement.

## II. COMPENSATION

- A. In consideration of the services provided by the TAC, the Taxing Unit agrees to pay the County 1.0848 cent per parcel according to the Taxing Unit's certified tax roll during the effective period of this contract. This amount is reflected in the Notice of Annual Per Parcel Cost, attached hereto, and is incorporated herein for all purposes and constitutes a part of this contractual agreement.
- B. It is expressly understood and agreed that the Notice of Annual Per Parcel Cost might be amended over time. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1<sup>st</sup> day of March of each year, with an effective date of October 1<sup>st</sup> of the new tax year.
- C. As additional consideration for the performance of services by the County set forth in the contract, the County shall retain all of the fees paid for the issuance of Tax Certificates and no part of the fee will be remitted to the Taxing Units.
- D. The TAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31<sup>st</sup> annually, and shall include, but not be limited to, all accounts added through supplements to the tax collection system from the certified Tax Roll Received from the applicable appraisal district(s) since certification.

### **III. ADMINISTRATIVE PROVISIONS**

- A. All expenses incurred by the County for the assessment and collection of taxes shall be clearly kept on the books and records of the County. The taxing unit or its designated representatives are authorized to examine the public records to be kept by the County at such reasonable times and intervals as the Taxing Unit deems fit. Such books and records will be kept in the office of the county.
- B. The Taxing Unit agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records available to the Taxing Units.
- C. Each Taxing Unit agrees to assign all delinquent properties with current County account numbers. County agrees to perform all data entry.
- D. The County shall not be liable to the Taxing Unit on account of any failure to collect taxes, unless the failure to collect taxes results from some failure of the TAC's office to perform the duties imposed upon the TAC by law and by agreement.
- E. The County shall deliver to the Taxing Units during the period of year when tax receipt checks are wire-transferred, in the form of:
  - a. Daily Distribution Report;
  - b. Batch Distribution Report; and
  - c. Daily Collection Report.
- F. The County shall deliver tot the Taxing Unit end-of-month reports, in the form of:
  - a. Monthly Statement of Collections;
  - b. Monthly Distribution;
  - c. Recap Report; and
  - d. Modified Report (Additions and Deletions).
- G. The Taxing Unit shall provide to the TAC all accounts involved in the establishment of a new Public Improvement District ("PID") or any additions or deletions of an existing PID. PID rates must be adopted per \$100 of valuation as determined and certified b the applicable Appraisal District(s).
- H. Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of the Agreement.

### **IV. DELINQUENT TAX SUITS**

- A. In addition to the services provided herein, the TAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent ad valorem property taxes owed to the Taxing Unit.
- B. Agreement to this contract assigns the responsibility of delinquent tax collections and the filing of suits to the delinquent tax attorney who represents Hunt County, unless the jurisdiction is presently under contract with another attorney. In the event the jurisdiction

decides to discontinue services provided by its current delinquent tax attorney or decides to contract with a new tax attorney the TAC for the jurisdiction shall be notified in writing before a decision is to be made. This notification would provide time for the TAC to consult with the jurisdiction regarding its proposed change of attorney at that time.

- C. In the event the Taxing Unit utilizes different legal counsel than the one employed by the TAC, the Taxing Unit agrees to pay the additional cost, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost.

## **V. REMITTANCE OF FUNDS**

- A. All funds collected by the TAC on Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by Taxing Unit at its depository bank. The taxes collected for each Taxing Unit shall be remitted three (3) times a week to the Taxing Unit by ACH protocol. If any daily collection total is less than Twenty-five Dollars (\$25.00).
- B. After initiation of the aforementioned ACH transfers from the Hunt County Tax Office's Depository Account to the Taxing Unit's designated Depository Account, the TAC retains no responsibility, and shall have no liability, for the further management and processing of said funds.

## **VI. TERM AND DURATION OF AGREEMENT**

- A. This contract shall be effective on the date it is signed, and continue in full force and effect, form year to year, until such time as either party, by written notice to the other, terminate the same. Notice of termination given hereunder on or before the 1<sup>st</sup> day of April of the tax year in which the party intends termination, shall be effective immediately following the 30<sup>th</sup> day of September following such notice.

## **VII. NOTICE OF APPLICABLE TAX RATES**

- A. Taxing Unit shall provide the TAC with timely notice regarding the adoption all applicable tax rates and exemptions, as well as related directives, order, decisions or other matters which impact the assessment and collection of ad valorem property taxes. As used herein, the phrase "timely" shall mean adopting the applicable tax rate for the Taxing Unit and providing notice the TAC of same no later than the 3<sup>rd</sup> Wednesday of September for each year that this Contract remains in effect.
- B. In the event that the Taxing Unit does not timely adopt its tax rate on or before the 3<sup>rd</sup> Wednesday of September and notify TAC of same, the Taxing Unit agrees that it will bear all reasonable and additional costs incurred by TAC as direct or indirect result of Taxing Unit's failure to timely adopt its tax rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost.

**VIII.        REFUNDS**

- A. Refunds will be made by the TAC on Taxing Unit's behalf only as set forth herein. The TAC will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the TAC.
- B. The TAC agrees to issue refund checks on behalf of the Taxing Unit based on value changes as provided by Appraisal Districts; should a Taxing Unit have insufficient collections to repay the Tax Office within fifteen (15) days then the outstanding sum must be paid in full upon notification by the Tax Office.
- C. In the event that the Taxing Unit is a party in any lawsuit regarding the collection of taxes provided for herein, which matter is resolved by settlement or final judgment requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the TAC shall be permitted to make such refund on the Taxing Unit's behalf, and to debit such amount from tax payment proceeds currently held by the TAC on behalf of the Taxing Unit.

**IX.         AUDIT CONTROLS**

- A. The TAC shall employ and utilize appropriate internal and external audit controls to insure the accuracy and integrity of the tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested the TAC shall cooperate with the Taxing unit's independent auditors by providing necessary explanations of all report as well as providing access to relevant databases maintained by the Hunt County Tax Office.

**X.          NOTICES**

- A. Notices required to be given to either party to this agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via United States Mail, certified or registered, postage prepaid, and confirmed received by intended recipient.

**XI.        BOND**

- A. The County agrees to maintain adequate bond (payable to the County) for the TAC for collection staff at County's expense.
- B. The County agrees to permit each Taxing Unity to seek an additional surety bond in a reasonable amount on the TAC acting in their capacity as assessor-collector for the Taxing Unit, and the cost of such surety bond shall be the responsibility of the Taxing Unit as prescribed in Section 6.29 (c) of the Tax Code.
- C. The TAC recommends that the Taxing Unit obtain additional and adequate surety bond for the TAC specifically related to all anticipated services to be performed and rendered hereunder, with all associated premiums for such bond to be paid by the Taxing Unit.

**XII. SOVEREIGN IMMUNITY**

- A. This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities, Title 5 of the Texas Civil Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

**XIII. ENTIRE AGREEMENT**

- A. This Contract for Assessment and Collection contains the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the TAC and Taxing Unit. This contract supersedes any prior understandings and agreements between the parties, written or oral, pertaining to the same subject matters.

**XIV. VENUE**

- A. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations herein shall be performed in Hunt County, Texas.

**XV. NO THIRD PARTY BENEFICIARIES**

- A. This contract is not intended to benefit any third-part beneficiaries.

**XVI. ASSIGNABILITY**

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

**XX. DEFINITIONS**

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

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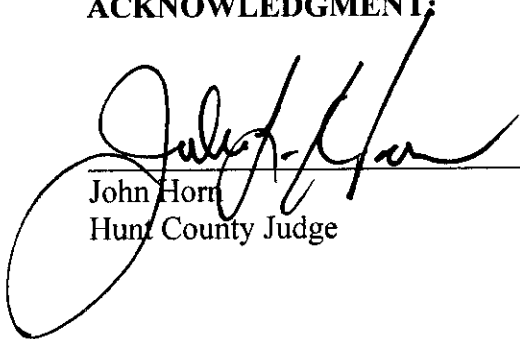
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Randy Wineinger  
Hunt County Tax Assessor-Collector

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Board Chairman  
Hunt Memorial Hospital District

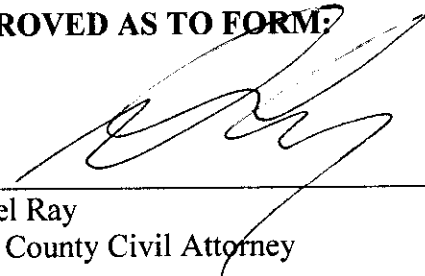
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John Horn  
Hunt County Judge

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3-11-2014  
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Daniel Ray  
Hunt County Civil Attorney

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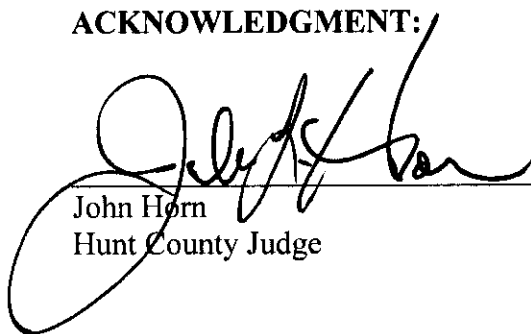
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Board Chairman  
Verandah Municipal Utility District

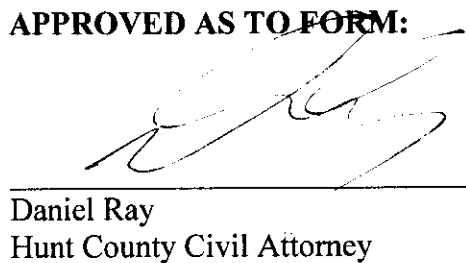
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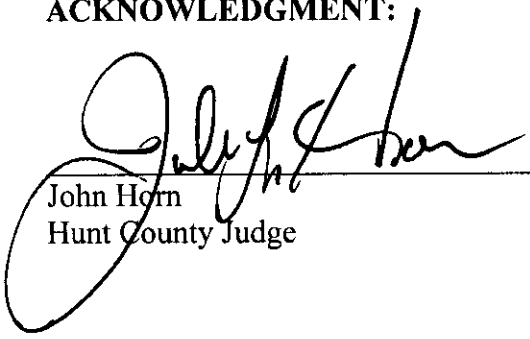
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City of Campbell

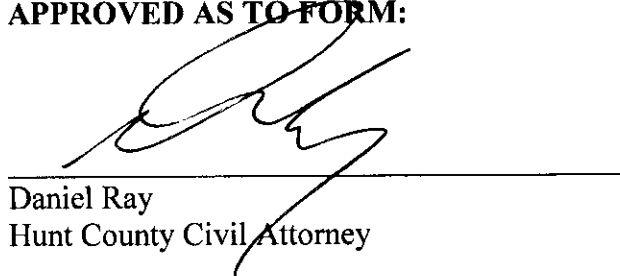
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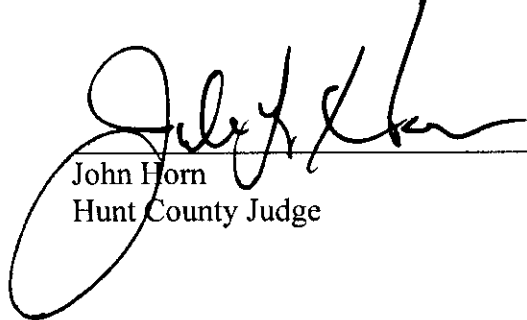
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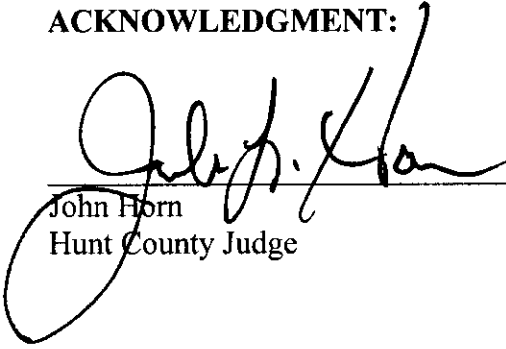
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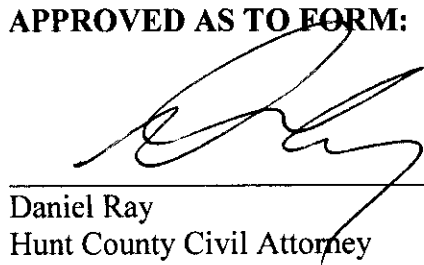
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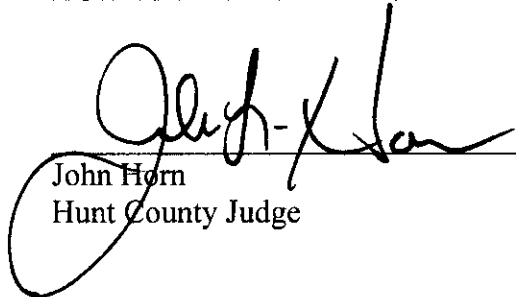
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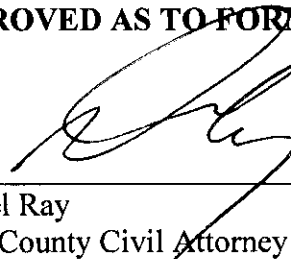
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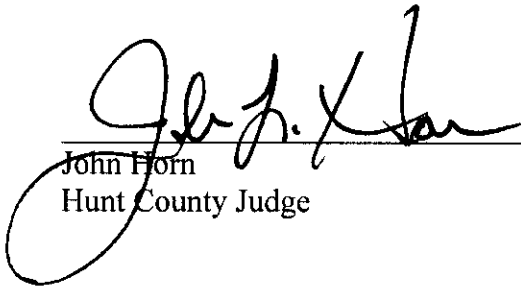
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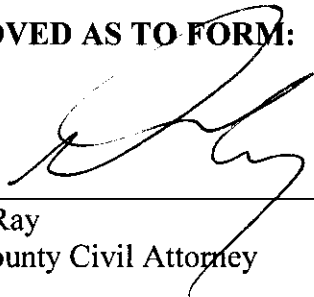
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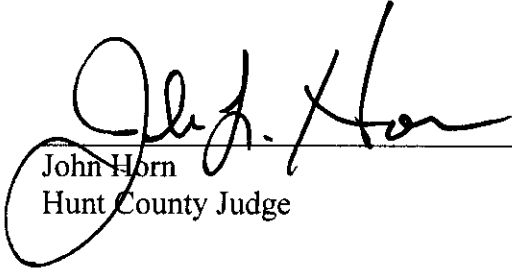
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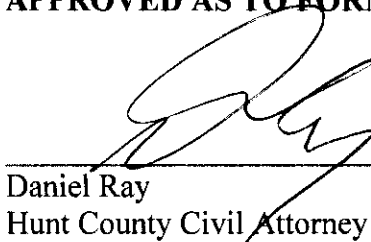
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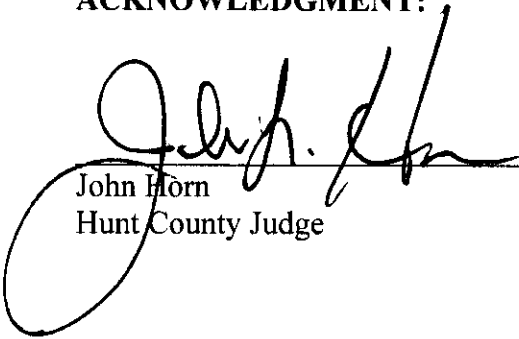
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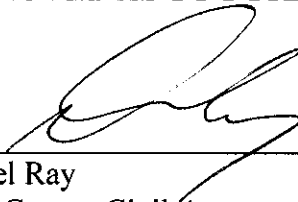
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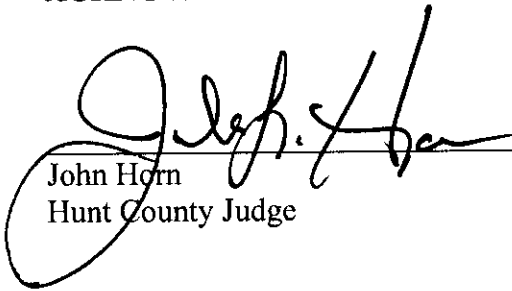
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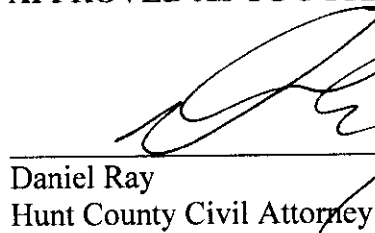
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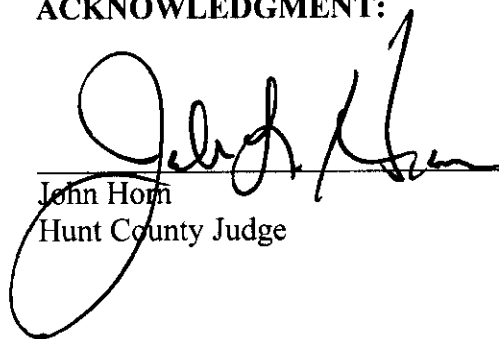
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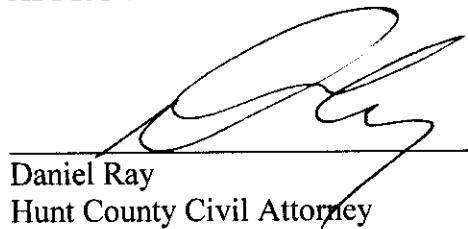
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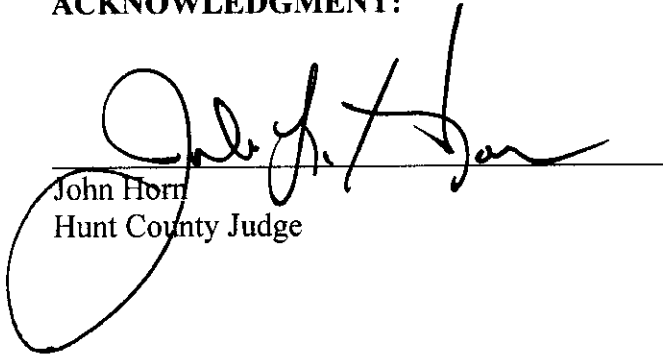
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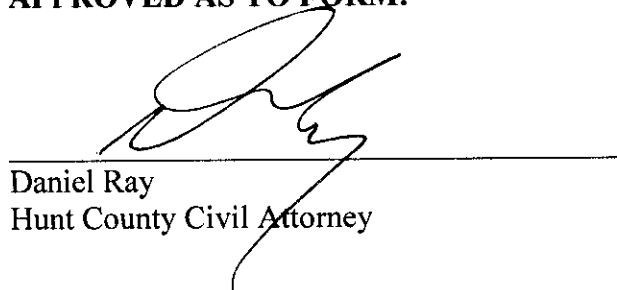
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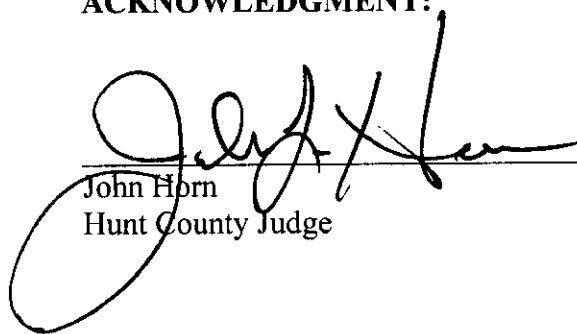
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City of Wolfe City

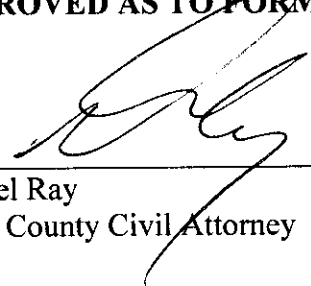
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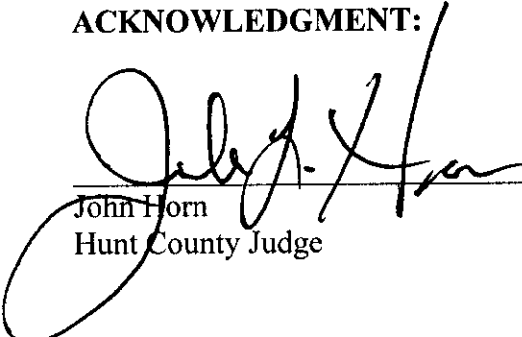
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Superintendent  
Bland Independent School District

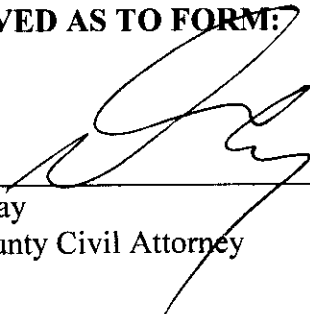
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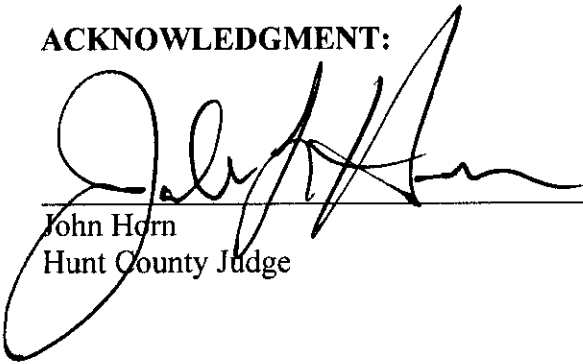
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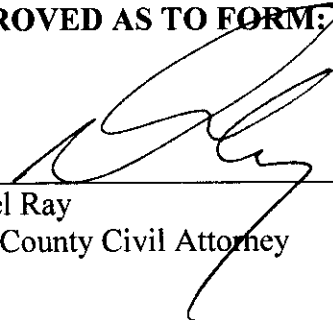
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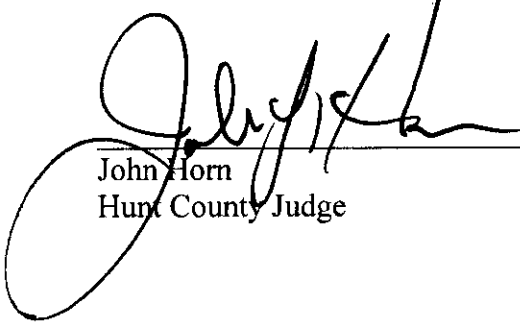
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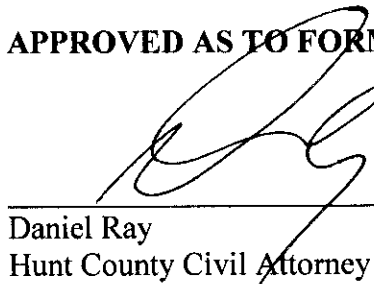
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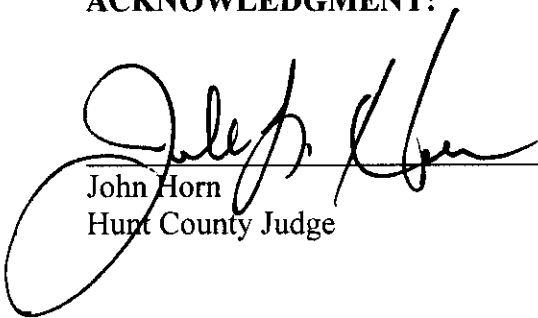
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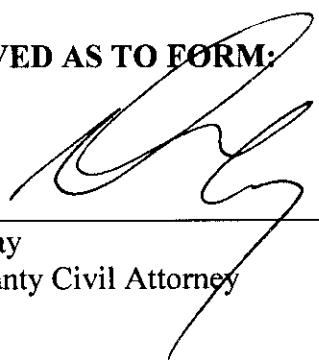
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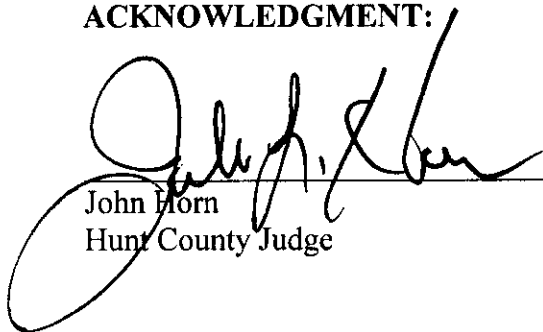
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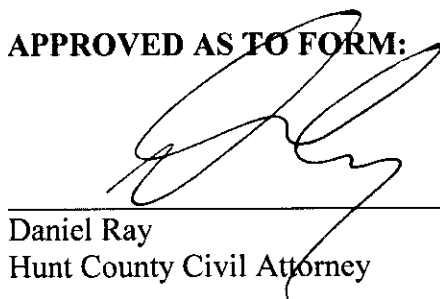
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Superintendent  
Commerce Independent School District

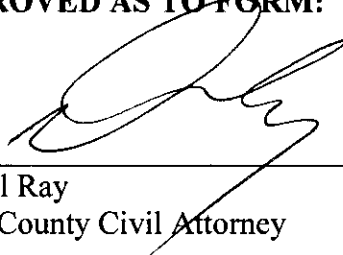
\_\_\_\_\_  
Date

**ACKNOWLEDGMENT:**

  
\_\_\_\_\_  
John Horn  
Hunt County Judge

3-11-2014  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel Ray  
Hunt County Civil Attorney

2/27/2014  
\_\_\_\_\_  
Date

**AGREED AS TO FORM AND CONTENT:**

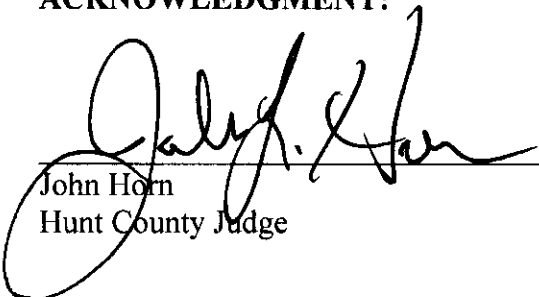
\_\_\_\_\_  
Randy Wineinger  
Hunt County Tax Assessor-Collector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Cumby Independent School District

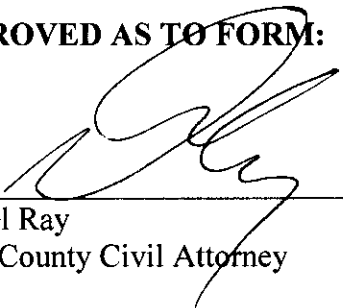
\_\_\_\_\_  
Date

**ACKNOWLEDGMENT:**

  
\_\_\_\_\_  
John Horn  
Hunt County Judge

\_\_\_\_\_  
3-11-2014  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel Ray  
Hunt County Civil Attorney

\_\_\_\_\_  
2/27/2014  
Date

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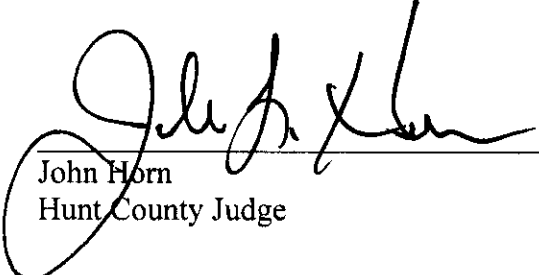
\_\_\_\_\_  
Randy Wineinger  
Hunt County Tax Assessor-Collector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Greenville Independent School District

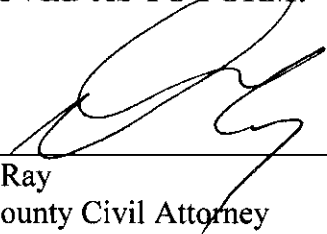
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Date

**ACKNOWLEDGMENT:**

  
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John Horn  
Hunt County Judge

\_\_\_\_\_  
3-11-2014  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel Ray  
Hunt County Civil Attorney

\_\_\_\_\_  
2/27/2014  
Date

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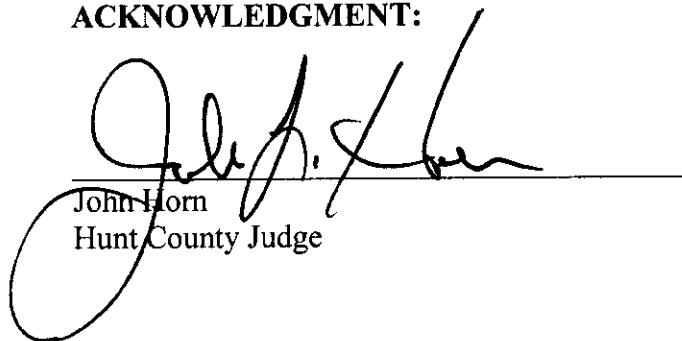
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Randy Wineinger  
Hunt County Tax Assessor-Collector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Lone Oak Independent School District

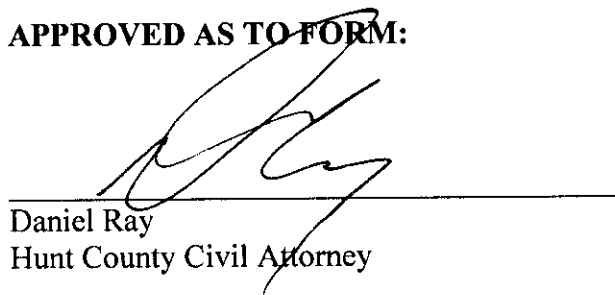
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Date

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John Horn  
Hunt County Judge

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3-11-2014  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel Ray  
Hunt County Civil Attorney

\_\_\_\_\_  
2/27/2014  
Date

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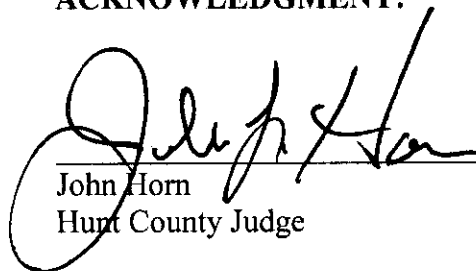
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Randy Wineinger  
Hunt County Tax Assessor-Collector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Quinlan Independent School District

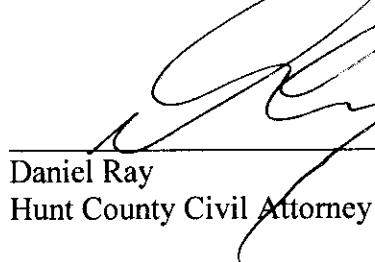
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Date

**ACKNOWLEDGMENT:**

  
\_\_\_\_\_  
John Horn  
Hunt County Judge

\_\_\_\_\_  
3.11.2014  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel Ray  
Hunt County Civil Attorney

\_\_\_\_\_  
2/27/2014  
Date

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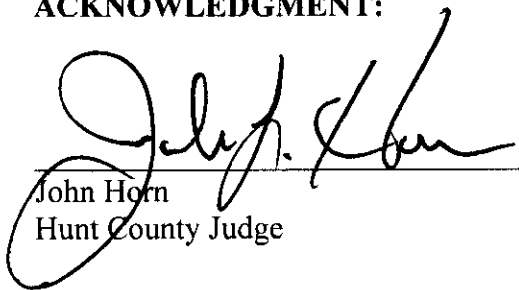
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Randy Wineinger  
Hunt County Tax Assessor-Collector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Wolfe City Independent School District

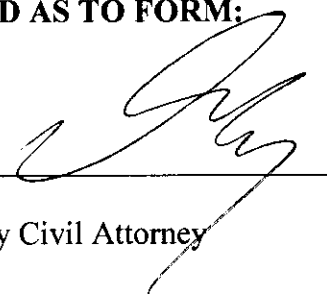
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Date

**ACKNOWLEDGMENT:**

  
\_\_\_\_\_  
John Horn  
Hunt County Judge

\_\_\_\_\_  
3-11-2014  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel Ray  
Hunt County Civil Attorney

\_\_\_\_\_  
2/27/2014  
Date



# HUNT COUNTY TAX

2500 STONEWALL ST. \ PO Box 1042 \* GREENVILLE, TX 75403-1042

TAX ASSESSOR-COLLECTOR  
**RANDY L. WINEINGER**  
903/ 408-4000 FAX 903/ 455-3202  
[www.hctax.info](http://www.hctax.info)

## ANNUAL NOTICE OF PER PARCEL COST FOR AD VALOREM TAX COLLECTIONS

\_\_\_\_\_  
(Taxing Unit)

\_\_\_\_\_  
(Date)

Please accept this as the annual notice of the per parcel cost of collections for your Ad Valorem taxes per the agreed upon Contract for Assessment and Collection Services with your governmental entity and the Hunt County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the July 2014 certified roll and will be billed and collected by January 31, 2015.

	2013 Tax Year	2014 Tax Year
Parcels within Hunt County (Certified by the Hunt Central Appraisal District)	\$ _____	\$ _____
Parcels outside of Hunt County (Certified by any other CAD besides Hunt CAD)	\$ _____	\$ _____
Public Improvement Districts (PIDs) (As approved by the appropriate Municipality)	\$ _____	\$ _____

Please attach this notice to your original Assessment and Collection Contract as the official Costs determined and agreed upon by the Hunt County Auditor's Office, Tax Assessor's Office and the Commissioners Court.

\_\_\_\_\_  
Randy Wineinger  
Tax Assessor/Collector  
Hunt County



#13,073

FULL EXEMPTION RACIAL PROFILING REPORT

FILED FOR RECORD  
at 11:15 o'clock A.M.  
MAR 11 2014  
JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, Tex.  
8/20/2013

Agency Name: HUNT CO. ATTY.'S OFFICE  
Reporting Date: 02/25/2014  
TCOLE Agency Number: 231130  
Chief Administrator: JOEL D. LITTLEFIELD  
Agency Contact Information: Phone: 903-408-4112

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: JOEL D. LITTLEFIELD

Chief Administrator

HUNT CO. ATTY.'S OFFICE

Date: 02/25/2014

Submitted electronically to the

