

#18-17



FILED FOR RECORD
2018 JUN 15 AM 11:27
COUNTY CLERK, WOOD CO TX

**INTERLOCAL AGREEMENT
BETWEEN HUNT COUNTY, TEXAS AND WOOD COUNTY, TEXAS**

This agreement is made this 10th day of July, 2018 between Hunt County, Texas and Wood County, Texas.

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.

The County of Wood, hereby makes, constitutes and appoints Hunt County, Texas its true and lawful purchasing agent for the purchase of Clear Span Concrete Bridges and Box Culverts, a contract effective April 14, 2018 through April 13, 2019 as per Hunt County Formal Bid #169-18 as awarded by the Hunt County Commissioners' Court March 27, 2018. The County of Wood, Texas agrees that Hunt County, Texas shall serve as the purchasing agent for this selected item, and agrees that the Formal Bid conducted by Hunt County is in accordance with its usual bid procedures and in accordance with applicable State statutes.

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JUL 10 2018
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By Jennifer Lindenzweig

II.

The County of Wood, Texas, agrees to pay the vendor(s) Yoder Bridge for all goods, equipment and products furnished to Wood County pursuant to this agreement. The Vendor(s) shall bill the County of Wood, Texas directly for all items purchased by Wood County, and shall be responsible for compliance with all conditions of delivery and quality of the purchased items.

III.

This agreement shall take effect upon execution by both signatories.

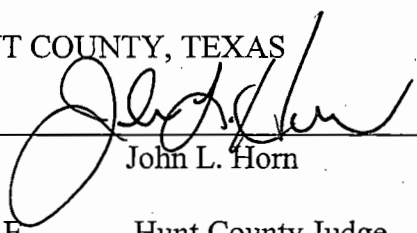
IV.

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, TEXAS

By



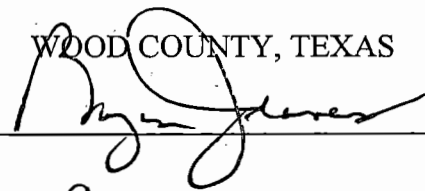
John L. Horn

TITLE

Hunt County Judge

WOOD COUNTY, TEXAS

By



TITLE

COUNTY JUDGE

DATE

7/10/2018

DATE

6/15/18

#15,158(4)

AT **FILED** M
MAY 31 2018 AM

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

CAUSE NO. 85693

Hay Gordon
CLERK, DISTRICT COURT, HUNT CO. TX

THE STATE OF TEXAS

§
§
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§
§

IN THE DISTRICT COURT

V.

354TH JUDICIAL DISTRICT

\$4,703.00 IN CURRENT MONIES OF
THE UNITED STATES OF AMERICA

HUNT COUNTY, TEXAS

FILED FOR RECORD
at 12:15 o'clock P M
JUL 10 2018
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Gordon*

AGREED FINAL JUDGEMENT

On the 31st day of May 2018, came on to be heard the above-styled and numbered cause. The State of Texas appeared by and through its District Attorney in and for Hunt County, Texas. Respondent, ERIC LEE FOSTER, having been duly cited to appear and answer herein, appeared by submission through his counsel record, DAVID RENSHAW. A jury is waived and all matters of fact and things in controversy are submitted to the Court. The Parties announce to the Court that they have reached an agreement, and ask the Court to approve the same. It appears to the Court that the said agreement is just and right, and it further appears that the Court has jurisdiction of the subject matter and the necessary parties. Therefore, said agreement is hereby approved.

The Court finds there is pending two seizure and forfeiture cases. The first proceeding pertains to \$4,703.00 in current monies of the United States of America and the second pertains to a 2009 Cadillac motor vehicle. Respondent, ERIC LEE FOSTER is the registered owner of the \$4,703.00 in current monies of the United States of America, the subject of this forfeiture proceeding.

The Court finds that the parties have agreed to compromise and settle both of the seizure and forfeiture cases under the following terms:

The Parties agree that \$3,351.50 of the CURRENT MONIES OF THE UNITED STATES OF AMERICA shall be returned to ERIC LEE FOSTER by and through his attorney, DAVID RENSHAW.

The Parties agree that ERIC LEE FOSTER shall waive, relinquish and forfeit his interest to the remaining \$1,351.50 in current monies of the United States of America to the State of Texas and those funds shall be released to the State of Texas by and through the Hunt County District Attorney.

The Court further finds the parties have agreed that ERIC LEE FOSTER shall waive, relinquish and forfeit any and all interest he may have and/or may have asserted, in the 2009 Cadillac, VIN 1G6KD57Y79U118416, made the basis of the forfeiture suit in Cause Number 85,692, currently pending in the 354th Judicial District Court, Hunt County, Texas.

The Court further finds the parties have agreed that ERIC LEE FOSTER waives any and all right of appeal that he may have in Cause Numbers 85,693 and 85,692. As evidenced by his signature below, ERIC LEE FOSTER agrees that this Agreed Final Judgment is a full and final settlement of any and all interest he may have in said cause numbers.

It is therefore ORDERED, ADJUDGED, AND DECREED by this Court that any and all interest of, ERIC LEE FOSTER, Respondent, in the \$1351.50 in current monies of the United States of America and any accrued interest on the total \$4,703.00 is hereby forfeited to the State of Texas, namely, the Hunt County District Attorney's Office as part of the parties compromise and settlement.

The parties agree that all property forfeited to the State of Texas under this order may be distributed in accordance with Article 59.06 of the Code of Criminal Procedure and any local agreement between the HUNT COUNTY SHERRIF'S OFFICE and the Hunt County District

Attorney's Office to be deposited in a special fund used by said agencies solely for law enforcement purposes.

It is ORDERED, ADJUDGED, and DECREED by this Court that \$3,351.50 in CURRENT MONIES OF THE UNITED STATES OF AMERICA is to be returned to ERIC LEE FOSTER by and through his attorney, DAVID RENSHAW.

It is further ORDERED, ADJUDGED, and DECREED that all costs are assessed against the party incurring same. All other relief not expressly granted herein is denied.

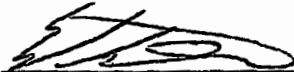
IT IS SO ORDERED.

SIGNED this the 31st day of May, 2018.

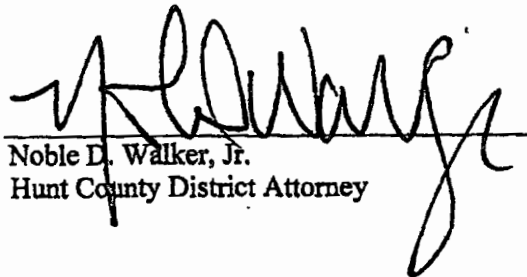


JUDGE PRESIDING

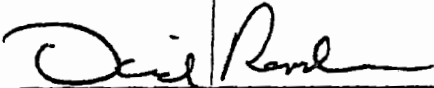
APPROVED AS TO FORM AND SUBSTANCE:



Eric Lee Foster
Respondent



Noble D. Walker, Jr.
Hunt County District Attorney



David Renshaw
Attorney for Respondent