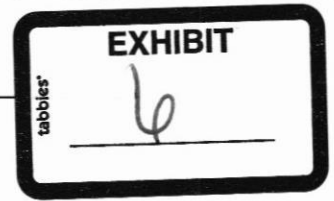




Proposal



Jun 12, 2023

HOPKINS COUNTY PCT 1

QUO-24911-L4P7N1

Dealer :

David Drummond, 903-593-0201

ASCO EQUIPMENT
2602 EAST FRONT STREET
TYLER, Texas, 75702

Customer :

Mickey Barker
5516 Hwy 19
SULPHUR SPRINGS, Texas, 75483-0288

Set 1 of 1				
Equipment Type	Product ID	Description	Equipment Tag	Price
Base Model/Unit	580SN	Case 580SN Backhoe 3 year Lease	EQ0160721	\$ 3,009.00/month
Attachment	THB	Mechanical Thumb		\$0.00
Lease calculated at 700 hours/year for 3 years				
Equipment Specification				
2023 Case 580SN Backhoe				
TRANSMISSION 423062 -Powershift H-Type Transmission				
FRONT WHEELS 9200015 -12.5/80x18 10PR Sure grip lug				
REAR WHEELS 8401140 -19.5LX24, 10PR STD				
BHOE PERFORMANCE PKG 464073 -NO AUX & EXTENDAHOE PKG				
FRONT BALLAST 423047 -Heavy Front CWT, Extnhoe				
BACKHOE CONTROLS 423078 -Pilot Controls w/Power Lift				
BACKHOE COUPLER 442018 -Mechanical Quick Coupler				
BACKHOE BUCKET 423069 -24" Universal Bucket				
STABILIZER PADS 442056 -Flip Over/Stabilizer Pads Comb				
LDR PERFORMANCE PKG 464078 -RC & CS & 3SPL PKG				
LOADER BUCKET 747862 -82" HD Long lip w/cutting Edge				
Cab, LH Door w/Heater/AC				
OPERATOR'S SEAT 745161 -Premium Air Susp Heated				
RIDE CONTROL 423090 -Auto Ride Control				
Standard Lights				
Cold Start Dual Battery				
CASE SiteWatch Telematics				
-3yr Advanced Tele Subscription				
OPT 4WD FRONT AXLE				
3 Year/3000 hour warranty				
500 Hour service, 1000 hour service, and 1500 hour service at customer's location included in lease payment.				
Pricing Detail				
Lease Payment per month				\$ 3,009.00/month
Trade-In Amount				\$ 0.00





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Proposal Summary

Pricing Summary		Finance Information		Shipping Information	
Estimated Lease Payment	\$3,009.00 per month	Finance Option	Municipal Lease	Customer Reference #	1
Total Trade Allowance	\$ 0.00	Total Months		Shipping Method	COD
Lease calculated for 3 years @ 700 hours/year		Rate of Interest	%	Quote Expiry Date	Jun 22, 2023
	\$.00	Finance Amount		Expected Delivery Date	Jun 12, 2023
				Net due on delivery OR Approved Financing	

Notes

Terms & Conditions

This is not a finance offer. Financing is subject to customer credit approval and must be documented on official appropriate forms. Physical damage insurance is required on all financed equipment and IS NOT quoted here. This quote DOES NOT include any applicable taxes, delivery fees, or other applicable fees unless otherwise noted above. Net due on delivery or approved finance. A cancellation charge of 20% of total purchase price will be assessed and is hereby agreed to by the customer on all cancelled orders. All used equipment is sold AS IS WHERE IS. All used equipment quoted is subject to prior sale and is not guaranteed. Price, terms and delivery date are subject to approval by the management of the company. Quotation expires in 10 days unless otherwise noted.

DISCLAIMER OF WARRANTIES ON EQUIPMENT

Customer understands that ASCO is not the manufacturer of the Equipment and the only warranties offered in regard to the Equipment are those of the Manufacturer, not ASCO. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, MERCHANTABILITY, CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE DISCLAIMER OF WARRANTIES CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

NOTICE TO CUSTOMER/ BUYER:

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON FINAL PAGE OF THIS PROPOSAL (IN WHICH YOU ARE REFERRED TO AS THE BUYER) ARE A PART OF THIS PROPOSAL AND ARE INCORPORATED IN THIS PROPOSAL BY REFERENCE. DO NOT SIGN THIS PROPOSAL BEFORE YOU THOROUGHLY READ ALL PAGES OF THIS PROPOSAL YOU MAY CONSULT YOUR OWN ATTORNEY OR LEGAL ADVISOR BEFORE SIGNING THIS PROPOSAL. THIS PROPOSAL IS SUBJECT TO SELLER'S ACCEPTANCE AS SHOWN BELOW, AND IS A CONTRACT BETWEEN THE PARTIES UPON ACCEPTANCE BY SELLER.

This Proposal is dated to be effective on the latest date shown below the signature of each part

Proposed :

David Drummond, 903-593-0201

Accepted :

Customer

Branch Manager

Date

Title

Date

ADDITIONAL TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.
2. Buyer will pay ASCO the Total Sales Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will have any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party.
3. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due.
4. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will be entitled to reappraise the Trade-in Equipment at the time of receipt of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.
5. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any..
6. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*
7. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both Buyer and Seller. Any different or additional terms or conditions proposed by Buyer in any other purchase order or document are objected to by Seller and will not be binding on ASCO unless agreed in writing by Seller's authorized managing agent.
8. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.
9. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.
10. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.
11. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.
12. **All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal.** Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. **Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO.**

Buyer's Initials: _____

RW



**FIRST AMENDMENT TO GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
Hopkins County**

OAG Contract No. C-00308 -01

This contract amendment is executed between the Office of the Attorney General (OAG) and Hopkins County _____ (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract amendment collectively as “Parties.”

INDUCEMENTS

Whereas, the OAG and GRANTEE agreed to and executed that certain Grant Contract identified as OAG Contract No. C-00308, hereinafter referred to as the “Original Contract.”

Whereas, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth hereinafter and intend to create a new contract consisting of this First Amendment to Grant Contract and the remaining unchanged provisions of the Original Contract.

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

SECTION 1. AMENDED SECTIONS OF ORIGINAL CONTRACT

The OAG and GRANTEE agree to amend the Original Contract by replacing Section 1 and Section 5.2 with the following:

1. Purpose of the contract. The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG and any related services necessary to integrate SAVNS/VINE services into court or jail management systems.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services (“SAVNS Services”).

The initial term of the OAG Vendor Certification and Service Agreement (“OAG Certification Agreement”) is/was from September 1, 2019 to August 31, 2020 (“Initial Term”). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 (“First Renewal Term”). On August 25, 2022, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2022 and end on August 31, 2023 (“Second Renewal Term”). The vendor certified to provide the services is Appriss Insights, LLC., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached First Amendment Exhibit A. Any change to the maximum liability may only be achieved by a written, duly executed amendment to this Contract.

SECTION 2. FIRST AMENDMENT EXHIBIT A

First Amendment Exhibit A as attached hereto reflects the amended grant budget.

SECTION 3: ENTIRE AGREEMENT

The entire agreement between the OAG and GRANTEE consists of the new provisions of this First Amendment to Grant Contract, the attached First Amendment Exhibit A, and remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this contract.

OFFICE OF THE ATTORNEY
GENERAL

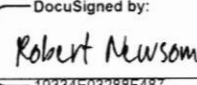
Hopkins County

DocuSigned by:

F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

Date: 7/7/2023 | 7:12 AM CDT

DocuSigned by:

19334E03288F487...

Printed Name: Robert Newsom
Authorized Official

Date: 6/27/2023 | 12:42 PM CDT

FIRST AMENDMENT EXHIBIT A

**FIRST AMENDMENT TO GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
Hopkins County**

OAG Contract No. C-00308 -01

Population Size: Medium

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE’S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	SAVNS Integration Cost	MAXIMUM REIMBURSABLE COSTS
\$14,901.91	\$2,603.32	\$6,930.00	\$24,435.23



RE: FY 2023 SAVNS Grant Contract Amendment

Contract Number: C-00308

Grantee: Hopkins County

Amount: \$24,435.23

Executed: 7/7/2023 | 7:12 AM CDT

Term: September 1, 2022 – August 31, 2023

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137