

**COMMISSIONERS COURT
REGULAR SESSION**
December 27, 2000

The Hunt County Commissioners Court met this day with all Commissioners present and Judge Joe Bobbitt presiding.

OLD BUSINESS:

7838 On the motion by Kenneth Thornton, second by Allen Martin, the Court approved the annual report from the Hunt County Tax Office presented by Joyce Barrow for October 1, 1999 thru September 30, 2000.

Total Tax Collection	\$10,011,539
Motor Vehicle Collection	1,462,494
Permits and Fees	189,868
Miscellaneous Collect	10,858
Interest Earned	32,725
Resale Property	30,046

Total Collected	\$11,745,530
Total County Budget	\$16,142,245
% Of County Budget Collected	73%

7839 On the motion by Ralph Green, second by Martin, the Court accepted two bids for evaluation for copier and computer paper from Pollock Paper and Lind Paper. All bids on file in the Personnel Office.

NEW BUSINESS:

7840 On the motion by Jim Walker, second by Martin, the Court approved the resolution for the Juvenile Accountability Incentive Block Grant allowing the City of Greenville to allocate their funds in the amount of 13,471 and the Counties amount of 9,495, totaling 22,966 requiring a match of \$2,552 for the purchase of a Van for Juvenile Probation.

7841 On the motion by Green, second by Thornton, the Court approved the following property sales for the Hunt County Tax Office:

Account #	Purchaser	Bid
R39290	Larry Pennington	7,837.84
R75574	Frankie L. Meyers and Rebecca A. Posda	2,447.22
R78528	Ray Mc Kay and Marilyn Mc Kay	1,446.63

Ray J.A.B.

7842 On the motion by Walker, second by Martin, the Court approved the following high bids on resale properties:

Account #	Location	Purchaser	Bid
R28770	Rancho Dr.	Zack Portman	\$2,002.00
R34341	Dogwood Loop	Terry Nelson	1,500.00
R41908	2109 Williams St.	Morgan R. Wuyts	150.00
R42149	4605 Spencer St.	Nina Marie Dixon	81.00
R43492	E-Z Living Addition	Callem Holdings	254.00
R45652	1511 Reed St.	Giovani J. Giunca	157.99
R48178	Morgan St.	Callem Holdings	106.00
R49260	CR 3605	Fannie W. Nichols	\$1,001.00
R50512	1805 Wellington and Polk St.	Howard and Shelia Sunday	200.00
R51196	3609 Short Street	Richard W. Smith	117.75
R52099	Robin Rd.	Johnny Lynn Toland	605.00
R52114	Raven Row	Johnny Lynn Toland	490.01
R52115	Raven Row	Johnny Lynn Toland	491.01
R52152	Bob White Trail	Johnny Lynn Toland	626.01
R52197	Red Bird Walk	Johnny Lynn Toland	581.01
R52364	1604-1609 Live Oak	Tim Edwards	13,000.00
R53594	Sayle St.	Stacey A. Wuyts	150.00
R54258	1215.5 Washington St.	David and Lynn Miller	4,010.00
R72803	1810 Wesley St.	Alan and Sarah Campbell	501.00
R72863	2923 Bourland St.	Stacey A. Wuyts	150.00
R73248	3212 Anderson St.	Giovani J. Giunca	57.99
R73251	3210 Anderson St.	Giovani J. Giunca	57.99
R73253	3404 Anderson St.	Richard W. Smith	121.75
R73382	Eutopia and MKT. RR	Richard W. Smith	312.75
R73383	Eutopia and MKT. RR	Richard W. Smith	312.75
R73427	2002 Edgar St.	Richard W. Smith	4103.50
R74788	N. Santa Fe St.	Michael L. and Elizabeth White	1,300.00
R75076	Torama St.	Shirly L. Brown	750.00
R75093	Torama St.	Ronald I. Breault	532.00
R78090	1722 Sayle St.	Callem Holdings	262.00
R79532	CR 3504	Rickey Houston, Frank Trentham	4,251.49
R86191	4321 Pickett St.	Nina Marie Dixon	320.00
R86246	Off FM 751	Terry Nelson	6,000.00
R86872 & R86873	Morris Dr. & Katherine St.	Edward J. Brown Jr.	505.00
R90599	2005 Pollard St.	Brena Kay Kellogg	3,100.99
R90709	3817 Spencer St.	Nina Marie Dixon	63.00
R101352	Gibbons St.	Callem Holdings	256.00
R103548	HWY 35	Robert Edward Landon	3,345.00
R103549	HWY 35	Robert Edward Landon	3,345.00
R103550	HWY 35	Robert Edward Landon	3,345.00
R103551	HWY 35	Robert Edward Landon	3,345.00

7843 On the motion by Green second by martin, the Court approved the Tax Collector/Assessor's Bond for the new term of office.

7844 On the motion by Martin, second by Walker, the Court approved the energy efficiency proposal from Johnson Controls presented by Joe Davis.

7845 On the motion by Green, second by Thornton, the Court approved action on the proposed energy efficiency plan with Johnson Controls.

7846 On the motion by Martin, second by Thornton, the Court approved the contract with the Texas Department of Protective and Regulatory services (Title 19) whereby Vertex Federal Program research and does all the work surveying aliens staying in our jails for 30% fee.

7847 On the motion by Judge Bobbitt, second by Martin, the Court approved rescinding the tax abatement agreement with Wing Industries, due to Wing's closing.

— 'Discuss and possibly take action on approval of replat of Rocky Ford:' Placed on OLD

BUSINESS.

7848 On the motion by Martin, second by Walker, the Court approved request of Sprint to install buried cable along ROW of CR 4610 in Pct 4 with the usual stipulations.

— 'Discuss and possibly take action on permission to bore road in Pct. 2-Aerie Networks:' Item dropped from the Agenda.

— 'Discuss and possibly take action on approval to place buried fiber optic cable along CR 1140 in Pct. 1-Aerie Networks:' Item dropped from the Agenda.

— 'Discuss and possibly take action on any items pertaining to the new jail:' There were no items to discuss.

7849 On the motion by Green, second by Walker, the Court approved adding "Merit raise will take effect upon Commissioners Court approval" to our Merit Policy.

HEAR AND DISCUSS REPORTS:

Jim Walker thanked the Court for their help in accomplishing what has been done in Pct. 3 the last 4 years.

7850 On the motion by Martin, second by Walker, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

7851 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

County Auditor	Add Jason Hammack as part time hourly help at \$7.00 per hour effective 12-19-00.
Commissioner Pct. 2	Remove Mike Riley due to back injury-not able to return to work, his medical leave has ended. His job has been terminated, effective 12-20-00.
Sheriff	Remove Timothy Rich due to his resignation (all county property has been returned) effective 12-1-2000.


7852 Approved on the motion by Thornton, second by Martin.

_____ There was no Executive Session. Court Adjourned at 11:30AM. Minutes approved this

8th day of January, 2001.


 Hunt County Judge

Attest:


 Hunt County Clerk



HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

JOE A. BOBBITT
HUNT COUNTY JUDGE
(903) 408-4146
(903) 408-4299 Fax

RESOLUTION # 7840

On this the 27 day of December 2000, a duly called convened meeting of the Hunt County Commissioners Court was held.

WHEREAS, the state of Texas office of the Governor's Criminal Justice Division has made available and offered funding to Hunt County through the Juvenile Accountability Incentive Block Grant.

WHEREAS, the Commissioners Court of Hunt County voluntarily wishes to participate in the Juvenile Accountability Incentive Block Grant Program.

WHEREAS, the Commissioners Court of Hunt County agrees that the funding provided through the Juvenile Accountability Incentive Block Program shall be matched by the Hunt County Juvenile Probation Services and administered through Hunt County Juvenile Probation Services. In the event of misuse or loss of funds by Hunt County, Hunt County will assume financial responsibility for the amount of the loss.

Therefore, be it resolved, that the Commissioners Court of Hunt County, Texas does hereby formally authorize and approve the use of funding provided through the Juvenile Accountability Incentive Block Grant.

Joe A. Bobbitt
Joe A. Bobbitt
Hunt County Judge

Kenneth D. Thornton
Commissioner Pct. 1

Alfred Green
Commissioner Pct. 2

John L. Wilcher
Commissioner Pct. 3

John L. Wilcher
Commissioner Pct. 4

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
00 DEC 27 AM 11:44
BY: *L. Brooks*
DEPUTY

7845

**PERFORMANCE CONTRACTING
PROJECT DEVELOPMENT AGREEMENT
BETWEEN**

Hunt County
2500 Lee Street
Greenville, Texas 75403

AND

Johnson Controls, Inc.
3021 W Bend Drive
Irving, TX 75063

FILED FOR RECORD
at _____ o'clock _____
DEC 27 2000
By County Clerk, Hunt County, Tex.
LINDA BROOKS

Johnson Controls, Inc. (JCI) and the Customer named above agree as follows:

1. Detailed Evaluation Study

JCI agrees to undertake a Detailed Evaluation Study of the Customer's Premises identified above to determine the operational expenditures and characteristics of the Premises and to identify facility improvements and operational efficiency measures, procedures and other services that could be provided by JCI in order to improve the infrastructure and reduce the operating costs on the Premises. Customer agrees to provide its complete cooperation in the conduct and completion of the study. JCI will provide to the Customer a written report which will include:

- a) a list of specific facility improvements and operational efficiency measures that JCI proposes to install;
- b) a description of the operating and maintenance procedures that JCI believes can reduce operating costs at the Premises; and
- c) an estimate of the operating costs that will be saved by the equipment and procedures recommended in the report.

2. Records and Data

During the Detailed Evaluation Study, Customer will furnish to JCI upon its request, accurate and complete data concerning operational expenditures for the Premises, including the following data for the most recent three years from the effective date of this Agreement:

- occupancy and usage information;
- descriptions of any changes in the building structure or its heating, cooling, lighting, or other systems;
- actual utility bills supplied by the utility and other relevant utility records;
- descriptions of relevant operational or maintenance procedures utilized on the Premises;
- summary of annual expenditures for operating the premises
- copies of representative current tenant leases, if any; and
- prior efficiency audits or studies of the premises or operating procedures, if any.

3. Preparation of Performance Contracting Project Agreement

Within 30 days after the submission to Customer of the Detailed Evaluation Study described under paragraph 1 of this Agreement, JCI will prepare and submit to the Customer a Performance Contracting Project Agreement to implement the facility improvements and operational efficiency measures, procedures, and services identified

in the report that could reduce the Customer's overall expense in operating the Premises. This Performance Contracting Project Agreement shall be prepared on standard JCI contract forms, copies of which will be made available to Customer upon request.

4. Price and Payment Terms

Customer agrees to pay to JCI the sum, not to exceed 6% of the value of the facility improvements identified in the Performance Contracting Project Agreement, within 60 days after the delivery to the Customer of the report described under paragraph 1 of this agreement. However, Customer will have no obligation to pay this amount until the substantial completion date of the improvements if:

JCI and the Customer enter into a Performance Contracting Project Agreement within 60 days after the delivery to the Customer of the report described under paragraph 1 of the Performance Contracting Project Development Agreement.

5. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. **To the extent permitted by law**, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

6. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

JOHNSON CONTROLS, INC.

Hunt County

By: Jim Simpson

By: Joe Bobbitt

Signature: _____

Signature: Joe A. Bobbitt

Title: Area Sales Manager

Title: County Judge

Date: _____

Date: _____



HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

JOE A. BOBBITT
JUDGE
(903) 408-4146

ORDINANCE NO. 7847

AN ORDINANCE RESCENDING RESOLUTION, WHICH APPROVED TAX ABATEMENT FOR WING INDUSTRIES; AND PROVIDING AN EFFECTIVE DATE.

Whereas, by resolution Hunt Count approved a Tax Abatement Agreement with Wing Industries Inc. and Atrium Doors Inc. and

Whereas, wind Industries Inc. a Texas corporation, a wholly owned subsidiary of Atrium Companies Inc., a Delaware corporation, made application for commercial industrial tax Abatement for Certain equipment and improvements to be constructed on certain real property, pursuant to the tax Abatement guidelines and criteria adopted by Hunt County on property it owns, being 18.5 acre tract described in a deed of record at Vol. 566 page of the Real Property records of Hunt County, Texas more fully described in the Tax Abatement Agreement, and

Whereas, in July of this year, Atrium Companies announced the closure of all Wing Industries facilities nationwide, including all three facilities in Greenville. Approximately 400 Wing-Greenville employees were affected; and,

Whereas, according to the Tax Abatement guidelines, as adopted by the City Council last year, the Company was to:

1. Add at least 100 additional permanent employees to the project site;
2. The project was to not have the effect of transferring employment from one part of Hunt County to another;
3. The project was to increase the value of the property in the amount of \$5,032,138.00 with at least two-thirds of value of the total increase attributed to increase in value of building structures, site improvements and fixed equipment; and
4. Be necessary to create capacity which cannot be provided efficiently utilizing existing improved property; and

FILED FOR RECORD

at 1 o'clock P M

DEC 27 2000

LINDA BROOKS
County Clerk, Hunt County, Tex.
By Linda Brooks

Whereas, the aforementioned criteria of the said Resolution has not been met by Wing Industries or Atrium Companies;

Whereas, hunt County deems it in the interest of the Citizens of Hunt County to rescind said Resolution;

Now, Therefore, be it ordained by Hunt County;

Section 1 That Hunt County, Texas hereby rescinds said Resolution, which approved Tax Abatement for Wing Industries.

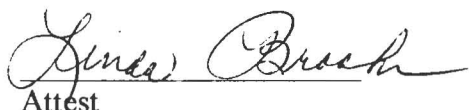
Section 2 That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this ordinance or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this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

Section 3 All ordinance or parts of ordinances in conflict herewith are repealed to the extent of conflict only.

Section 4 This ordinance shall be in full force and effective immediately.

Passed and approved, this the 27th day of December, 2000.


Hunt County Judge


Attest

THE STATE OF TEXAS
COUNTY OF HUNT

7846

CLAIMS FOR LEGAL EXPENSES CONTRACT
HUNT COUNTY DISTRICT ATTORNEY
CONTRACT NO. 0300005

FILED FOR RECORD
at 4 o'clock
DEC 27 2000
By LINDA BROOKS
County Clerk, Hunt County, Tex.

The Texas Department of Protective and Regulatory Services, hereinafter referred to as the Department, and the Commissioner's Court of Hunt County, Texas hereinafter referred to as the Contractor, enter into a contract to provide Title IV-E funds to the Contractor for allowable expenses related to the preparation for and participation in judicial determinations for cases filed by the Department. The Department is the Single State Agency responsible for administering Title IV-E funds of the Social Security Act for the State of Texas. Accordingly, the Department and the Contractor agree to the following terms and conditions as set forth below.

I.

The Contractor will certify additional administrative expenditures for allowable legal expenses related to the preparation for and participation in judicial determinations for cases filed by the Department, in order to carry out applicable provisions of Title IV-E of the Social Security Act which the Contractor is responsible for administering, according to the Contractor's Cost Allocation Plan approved by the Department (Attachment A). The Contractor agrees to comply with all applicable federal laws and regulations concerning Title IV-E funds including Office of Management and Budget (OMB) Circular A-87 and 45 CFR 1356.60(c)(2)(ii). Circular A-87 and 45 CFR 1356.60 are incorporated in this contract by reference. The Contractor will be responsible for all audit exceptions and disallowances to their claims.

II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

Administrative costs not fully within the county's organizational unit which provide legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

Administrative costs including costs allocated to the county's unit providing service must be based on actual costs and allocated according to a methodology which takes into consideration Title IV-E versus non-Title IV-E caseloads, Title IV-E allowable costs and OMB Circular A-87.

VII.

The Department will monitor the systems used in the cost allocation methodology in order to recommend any necessary modifications to preclude financial exceptions. The Department is not responsible for the proper allocation of such costs, which are not apparent from the county's documents; however, the Department is responsible for making certain the costs are properly allocated on the document.

VIII.

The Department agrees to reimburse the county for these additional certified allowable Title IV-E administrative costs based on the county's documentation in accordance with Department and Federal regulations and procedures. Any federal disallowance of costs is chargeable to the counties and not to the Department. The Department is only responsible for processing and monitoring these claims. The counties are ultimately responsible for the accuracy of the claims.

IX.

Claims under this contract can only be made for periods beginning with the effective date of this contract.

X.

Claims under this contract must be billed on the attached forms, with instructions, on a quarterly basis for quarters ending November, February, May and August of each year.

XI.

This contract will be formally reviewed annually in order to make necessary adjustments to ensure that all appropriate claims are made.

XII.

The Contractor agrees not to reduce the amount of certified administrative expenditures below the amount allocated in the fiscal year preceding the effective date of this contract.

XIII.

This contract is effective November 1, 1999.

For faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves effective as of the 27 day of December 2000.

TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

BY _____
Patricia A. Hackler
Regional Director

COMMISSIONER'S COURT
HUNT COUNTY

BY Joe A. Bobbitt
Joe Bobbitt
County Judge

Kenneth D. Thornton
Commissioner, Precinct 1

Ralph Green
Commissioner, Precinct 2

Jim F. Walker
Commissioner, Precinct 3

John V. [Signature]
Commissioner, Precinct 4

THE STATE OF TEXAS
COUNTY OF HUNT

**CLAIMS FOR LEGAL EXPENSES CONTRACT
HUNT COUNTY DISTRICT ATTORNEY
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I.

The Contractor will certify additional administrative expenditures for allowable legal expenses related to the preparation for and participation in judicial determinations for cases filed by the Department, in order to carry out applicable provisions of Title IV-E of the Social Security Act which the Contractor is responsible for administering, according to the Contractor's Cost Allocation Plan approved by the Department (Attachment A). The Contractor agrees to comply with all applicable federal laws and regulations concerning Title IV-E funds including Office of Management and Budget (OMB) Circular A-87 and 45 CFR 1356.60(c)(2)(ii). Circular A-87 and 45 CFR 1356.60 are incorporated in this contract by reference. The Contractor will be responsible for all audit exceptions and disallowances to their claims.

II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

Administrative costs not fully within the county's organizational unit which provide legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

Administrative costs including costs allocated to the county's unit providing service must be based on actual costs and allocated according to a methodology which takes into consideration Title IV-E versus non-Title IV-E caseloads, Title IV-E allowable costs and OMB Circular A-87.

VII.

The Department will monitor the systems used in the cost allocation methodology in order to recommend any necessary modifications to preclude financial exceptions. The Department is not responsible for the proper allocation of such costs, which are not apparent from the county's documents; however, the Department is responsible for making certain the costs are properly allocated on the document.

VIII.

The Department agrees to reimburse the county for these additional certified allowable Title IV-E administrative costs based on the county's documentation in accordance with Department and Federal regulations and procedures. Any federal disallowance of costs is chargeable to the counties and not to the Department. The Department is only responsible for processing and monitoring these claims. The counties are ultimately responsible for the accuracy of the claims.

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XII.

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For faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves effective as of the 27 day of December, 2000.

TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

BY _____
Patricia A. Hackler
Regional Director

COMMISSIONER'S COURT
HUNT COUNTY

BY Joe A. Bobbitt
Joe Bobbitt
County Judge

Kenneth D. Thurman
Commissioner, Precinct 1

Ralph Greer
Commissioner, Precinct 2

Jim L. Walker
Commissioner, Precinct 3

Chris M. Martin
Commissioner, Precinct 4

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COUNTY OF HUNT

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II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

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VI.

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TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

BY _____
Patricia A. Hackler
Regional Director

COMMISSIONER'S COURT
HUNT COUNTY

BY Joe R. Bobbitt
Joe Bobbitt
County Judge

Kenneth D. Harmon
Commissioner, Precinct 1

Ralph Green
Commissioner, Precinct 2

Joe L. Walker
Commissioner, Precinct 3

William L. Stork
Commissioner, Precinct 4

THE STATE OF TEXAS
COUNTY OF HUNT

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HUNT COUNTY DISTRICT ATTORNEY
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II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

Administrative costs not fully within the county's organizational unit which provide legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

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VIII.

The Department agrees to reimburse the county for these additional certified allowable Title IV-E administrative costs based on the county's documentation in accordance with Department and Federal regulations and procedures. Any federal disallowance of costs is chargeable to the counties and not to the Department. The Department is only responsible for processing and monitoring these claims. The counties are ultimately responsible for the accuracy of the claims.

IX.

Claims under this contract can only be made for periods beginning with the effective date of this contract.

X.

Claims under this contract must be billed on the attached forms, with instructions, on a quarterly basis for quarters ending November, February, May and August of each year.

XI.

This contract will be formally reviewed annually in order to make necessary adjustments to ensure that all appropriate claims are made.

XII.

The Contractor agrees not to reduce the amount of certified administrative expenditures below the amount allocated in the fiscal year preceding the effective date of this contract.

XIII.

This contract is effective November 1, 1999.

For faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves effective as of the 27 day of December 2000.

TEXAS DEPARTMENT OF PROTECTIVE
AND REGULATORY SERVICES

BY _____
Patricia A. Hackler
Regional Director

COMMISSIONER'S COURT
HUNT COUNTY

BY Joe A. Bobbitt
Joe Bobbitt
County Judge

Kenneth D. Harmon
Commissioner, Precinct 1

Ralph Green
Commissioner, Precinct 2

John T. Walker
Commissioner, Precinct 3

William S. Statton
Commissioner, Precinct 4

THE STATE OF TEXAS
COUNTY OF HUNT

**CLAIMS FOR LEGAL EXPENSES CONTRACT
HUNT COUNTY DISTRICT ATTORNEY
CONTRACT NO. 0300005**

The Texas Department of Protective and Regulatory Services, hereinafter referred to as the Department, and the Commissioner's Court of Hunt County, Texas hereinafter referred to as the Contractor, enter into a contract to provide Title IV-E funds to the Contractor for allowable expenses related to the preparation for and participation in judicial determinations for cases filed by the Department. The Department is the Single State Agency responsible for administering Title IV-E funds of the Social Security Act for the State of Texas. Accordingly, the Department and the Contractor agree to the following terms and conditions as set forth below.

I.

The Contractor will certify additional administrative expenditures for allowable legal expenses related to the preparation for and participation in judicial determinations for cases filed by the Department, in order to carry out applicable provisions of Title IV-E of the Social Security Act which the Contractor is responsible for administering, according to the Contractor's Cost Allocation Plan approved by the Department (Attachment A). The Contractor agrees to comply with all applicable federal laws and regulations concerning Title IV-E funds including Office of Management and Budget (OMB) Circular A-87 and 45 CFR 1356.60(c)(2)(ii). Circular A-87 and 45 CFR 1356.60 are incorporated in this contract by reference. The Contractor will be responsible for all audit exceptions and disallowances to their claims.

II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

Administrative costs not fully within the county's organizational unit which provide legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

Administrative costs including costs allocated to the county's unit providing service must be based on actual costs and allocated according to a methodology which takes into consideration Title IV-E versus non-Title IV-E caseloads, Title IV-E allowable costs and OMB Circular A-87.

VII.

The Department will monitor the systems used in the cost allocation methodology in order to recommend any necessary modifications to preclude financial exceptions. The Department is not responsible for the proper allocation of such costs, which are not apparent from the county's documents; however, the Department is responsible for making certain the costs are properly allocated on the document.

VIII.

The Department agrees to reimburse the county for these additional certified allowable Title IV-E administrative costs based on the county's documentation in accordance with Department and Federal regulations and procedures. Any federal disallowance of costs is chargeable to the counties and not to the Department. The Department is only responsible for processing and monitoring these claims. The counties are ultimately responsible for the accuracy of the claims.

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Ralph D. Draz
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Commissioner, Precinct 3

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II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

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Administrative costs not fully within the county's organizational unit which provide legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

Administrative costs including costs allocated to the county's unit providing service must be based on actual costs and allocated according to a methodology which takes into consideration Title IV-E versus non-Title IV-E caseloads, Title IV-E allowable costs and OMB Circular A-87.

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W. J. Welch
Commissioner, Precinct 3

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II.

The Contractor will ensure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

Administrative costs not fully within the county's organizational unit which provide legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

Administrative costs including costs allocated to the county's unit providing service must be based on actual costs and allocated according to a methodology which takes into consideration Title IV-E versus non-Title IV-E caseloads, Title IV-E allowable costs and OMB Circular A-87.

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