

COMMISSIONERS COURT
REGULAR SESSION
February 9, 2004

The Hunt County Commissioners Court met this day at 10:00 A.M. with all Commissioners present and Judge Joe Bobbitt presiding. Minutes of the previous meeting was approved as submitted.

NEW BUSINESS:

9002 On the motion by Judge Bobbitt, second by Jim Latham, the Court approved Proclamation designating March as "Red Cross Month" in Hunt County. Annie Glasscock with the Red Cross presented the Court with an American Flag. *See Attachment.*

9003 On the motion by Ralph Green, second by Phillip Martin, the Court approved an Interlocal Agreement and Mutual Aid Agreement between Hunt County and the City of Josephine which is the same agreement as all other small cities in Hunt County have concerning detention and holding of their local detainees. *See Attachment.*

9004 On the motion by Judge Bobbitt, second by Kenneth Thornton, the Court approved computer upgrade for fingerprinting system at the Hunt County Criminal Justice Center. John Washburn from Adult Probation advised the Court this software will interface all systems, will identify and provide instant recognition of criminals at book-in by electronically scanning prints (system will not accept bad prints), will help with SID and PID numbers for CJUS and will be a labor saver in the Jail, the County and District Clerk's Offices, as well as our Courts. Information can now be electronically submitted to DPS. Approximate cost for this additional software is \$3,065.00, with funding to be paid through Information Services and Mike Davis implementing installation.

9005 On the motion by Thornton, second by Green, the Court approved the final plat for Douglas and Hurst Addition in Pct. 1.

9006 On the motion by Thornton, second by Martin, the Court approved request of GEUS to build electrical facilities down CR 1070 in Pct. 1 with the usual stipulations.

9007 On the motion by Green, second by Martin, the Court approved the preliminary plat for Quail Ridge Estates in Pct. 2.

9008 On the motion by Martin, second by Green, the Court approved improvement to CR 3504 upgrade from gravel to oil one mile under County Road Policies Sec. II -- Upgrade of County Roads: Subsection E in Pct. 3. Commissioner Martin stated this road as also known as Rancho Rd.

9009 On the motion by Martin, second by Green, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR 3510 in Pct. 3 with the usual stipulations.

9010 On the motion by Martin, second by Latham, the Court approved the renewal of lease agreement concerning the County employee parking lot east of the Courthouse for \$350 per month for a 2 year lease. *See Attachment.*

9011 On the motion by Green, second by Martin, the Court approved bids for 2004 recycled concrete with the agreement by the Court for the Personnel Department to clarify information on one of the bids received and bring back to Court. All bids on file in Personnel Office.

9012 On the motion by Green, second by Thornton, the Court approved bid received for recycled asphalt. Bid on file in Personnel Office.

9013 On the motion by Green, second by Latham, the Court approved qualification for Performance Contract Services (RFQ) from Johnson Controls for work on the Justice Center Control System at the Jail and the 3rd & 4th floor renovation of the Courthouse.

9014 On the motion by Green, second by Martin, the Court approved proposals (RFP) for Performance Contract Services with Johnson Controls. This company will provide guidance to County Supervisor in charge of demolition and hauling off for project: the County will be responsible for the labor. Johnson Controls to restore area back to historical status, furnishing and installing everything (A/C included) to replace and upgrade equipment, including building of the Courtroom. Approximate cost to be \$821,000.00. Judge Bobbitt suggested that financing package options for the scope of work be brought back to the Court. Commissioner Martin suggested we have a workshop on the project. The Court also agreed to keep PGAL Architects who will also be here for demolition and construction. Architectural costs for professional services of the 3rd floor renovation will be \$66,000.00.

9015 On the motion by Judge Bobbitt, second by Martin, the Court approved Adult Probation Department allotment as approved in the County budget by unfreezing approximately \$900.00 stipend per month, authorizing County Auditor to allow prepayment of certain expenses (SBC modem, fax, phone line, monthly printer ink & Aerobic Water bills) thru 9-31-04. Furthermore, the Court agreed to unfreeze & add \$1,000.00 per month stipend County is paying to Crossroads Council on Alcohol and Drug Abuse for February and March 2004, item to be re-considered at that time. The Court also requested quarterly reports be made by CPA-Mike Taylor. *See Attachment.*

HEAR AND DISCUSS REPORTS:

Commissioner Thornton recommended that Maintenance Department continue picking up the mail for the Courthouse. Judge Bobbitt recommended Nina Ackenback to pick up the mail. To be an Agenda item next court.

9016 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

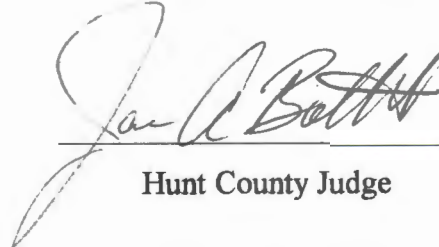
— There were no line item budget transfers.

PERSONNEL AND PAYROLL

<p>Commissioner Pct. 2:</p>	<p>Add Cornell Blakley as part-time Pct. Worker at \$10.00 per hour, effective 2-11-04.</p>
<p>Commissioner Pct. 4:</p>	<p>Add Jeffery Green as part-time Pct. Worker at \$9.00 per hour, effective 1-28-04.</p> <p>Remove Tom Barris from hourly employment, effective 2-6-04.</p>
<p>Tax Office</p>	<p>Remove Kelly McCoy due to her resignation, effective 2-6-04.</p> <p>Raise Patricia Bench – part-time Secretary and Clerk from \$7.00 to \$8.00 per hour, effective 2-6-04.</p>

9017 On the motion by Latham, second by Martin, the Court approved personnel and payroll changes.

Court Adjourned at 12:00 P.M. Minutes approved this 23rd day of February, 2004.


 Hunt County Judge

Attest:


 Hunt County Clerk

MUTUAL AID LAW ENFORCEMENT AGREEMENT

STATE OF TEXAS }

COUNTY OF HUNT }

THIS AGREEMENT is made and entered into by, among and between the City of Josephine, and the County of Hunt, all parties being municipal corporations or county governments duly organized and existing under the laws of the State of Texas, acting herein by and through their respective Mayors, County Judges, or City Managers duly authorized to so act by ordinance or resolution duly passed by said Cities or Counties.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes a county or municipality by order of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the provision of law enforcement mutual aid to cooperate in the investigation of criminal activity and enforcement of the laws of this State, and

WHEREAS, the City of Josephine and the County of Hunt, desire to enter such a mutual aid agreement for law enforcement wherein the specialized equipment, facilities and trained personnel of each police department or law enforcement agency is available to other members of this agreement on an as requested basis;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to all parties, it is **AGREED** as follows:

I.

During the term of this agreement, the parties agree to provide upon request of one party (requesting party) to the others (providing parties) such law enforcement personnel and to make available such equipment or facilities as may be requested for the investigation or suppression of crime within the jurisdictional areas of the parties; provided that the personnel, equipment or facilities requested are not otherwise required within the City or County providing same as determined by the Chief of Police or Sheriff or Chief Law Enforcement Officer of the providing respective Chiefs of Police or Sheriff or Chief Law Enforcement Officer or their designated representatives.

II

While any law enforcement officer regularly employed by the providing party is in the service of a requesting party pursuant to this Agreement, he shall be a peace officer of such requesting party and be under the command of the law enforcement officer therein who is in charge in that county or municipality (requesting party), with all the powers of a regular law enforcement officer in such other county or municipality as fully as though he were within the jurisdiction where he is regularly employed and his qualification, respectively, for office where regularly employed shall constitute his qualification for office in such other county, municipality, and no other oath, bond, or compensation need be made.

III.

A law enforcement officer employed by a providing party covered by this agreement may make arrests outside the jurisdiction in which he is employed, but within the area covered by the agreement; provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

IV.

Peace officers employed by the parties to this agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by this agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

V.

Each party to this agreement shall be responsible for its own costs and expenses and all costs and expenses are to be paid from the current revenue available to the paying party.

VI.

The term of this agreement shall be indefinite with any party having the right to terminate said agreement upon thirty (30) days notice to all other parties. The addition or deletion of parties to this agreement shall not effect the agreement as to remaining parties except as may be specifically provided by amendment to this agreement. This agreement may be renewed annually.

VII.

The parties shall observe and comply with all Federal, State, County, and City laws, rules, ordinances and regulations in any matter affecting the conduct of the services herein provided and performance of all obligations undertaken by this agreement.

FOR THE CITY OF JOSEPHINE

Alfred Binkley
MAYOR

ATTEST *Rochelle Ellender*
CITY SECRETARY

DATE *April 6, 2004*

DATE *April 6, 2004*

FOR THE COUNTY OF HUNT

Robert A. [Signature]
COUNTY JUDGE

ATTEST *Linda Brash*
COUNTY CLERK

DATE *4-15-04*

DATE *4-15-04*

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#19002

RED CROSS MONTH PROCLAMATION

Proclamation Text

WHEREAS, the American Red Cross has served our community by providing lifesaving information, training, and disaster relief to individuals and families for the past ninety-nine years; and,

WHEREAS, the Red Cross is a leading voluntary agency meeting the needs of individuals and families affected by personal emergencies and disaster; and,

WHEREAS, the Red Cross is designated by the Congress of the United States in the act approved January 5, 1905, as amended, 36 U.S.C. Sections 1-9, as the lead voluntary agency responsible for national and international relief in time of peace and to apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same; and,

WHEREAS, the Red Cross has trained thousands in our community in essential skills such as first aid and CPR; and provided HIV/AIDS prevention education and disaster preparedness information, saving untold numbers of lives; and,

WHEREAS, March has been designated as "Red Cross Month" by U.S. Presidential Proclamation to celebrate the achievement of the Red Cross in the services it provides to communities nationwide;

NOW THEREFORE, I do recognize the Red Cross as the lead voluntary agency to help families prepare for a disaster and meet the immediate needs of individuals affected by disaster, and a leading voluntary agency training families in first aid, CPR, and HIV/AIDS prevention education; and providing other needed services,

FURTHER, I urge that our community acknowledge and support the ongoing contribution of the Red Cross in helping our families prevent, prepare for, and respond to emergencies and disasters during Red Cross Month and throughout the year.

Date February 9, 2004

In testimony whereof I have hereunto signed my name officially and caused the Seal of [location] to be affixed.

Joe A. Bobbitt

FILED FOR RECORD
at 1:30 o'clock PM
FEB - 9 2004
By LINDA BROOKS
County Clerk, Tarrant County, Tex.

FILED FOR RECORD
 at 4 o'clock PM
FEB - 9 2004
 By LINDA BROOKS
 County Clerk, Hunt County, Tex.

9003

THE STATE OF TEXAS

COUNTY OF HUNT

INTERLOCAL COOPERATION AGREEMENT

This agreement is made and entered into the 9th day of February, 2004, by and between the CITY OF Josephine, TEXAS, hereinafter referred to as the "CITY", and HUNT COUNTY, also a political subdivision of the State of Texas.

WHEREAS, the City is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens of the City of Josephine; and

WHEREAS, Hunt County is a duly organized political subdivision of the State of Texas, engaged in the administration of County Government and related services for the benefit of the citizens of the County of Hunt; and

WHEREAS; the City, and Hunt County desire to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, the City and Hunt County mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code. (Vernon Supp. 1985) the Interlocal Cooperation Act.

NOW, THEREFORE, the City and Hunt County, for the mutual consideration hereinafter stated, agree and understand as follows:

The effective date of the Agreement shall be the ____ day of _____, 2004.

II

This Agreement shall be for a period of one (1) year from the date hereof, except that it shall be automatically renewed for additional one (1) year periods, unless either party gives the other party at least ninety (90) days notice in writing of the party's intent not to renew.

III

For the purposes and consideration herein stated and contemplated, the County of Hunt shall provide the following necessary and appropriate services for the residents of the City to the maximum extent authorized by this Agreement, without regard to race, religion, color, age and national origin; to-wit:

- A. Provide the City of Josephine and the Josephine Police Department access to and use of the Hunt County Jail Facilities for the holding and incarceration of City Prisoners including but not necessarily limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to City prisoners, Hunt County Agrees to provide City with access to and use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission.
- B. In the event that the (Hunt County Criminal Justice Center) shall be at maximum capacity a result of Hunt County inmates, Hunt County reserves the right to require the removal of transfer of City prisoners within eight hours after notice to City, in order to provide facilities for Hunt County prisoners, and Hunt County agrees to notify City as soon as is possible when a City prisoner must be removed from Hunt County facilities because of capacity limits.
- C. In no event shall Hunt County be required to accept City prisoners under the terms and conditions of the Agreement if such acceptance of prisoners will cause Hunt County jail facilities to be in violation of the standards of the Texas Jail Standards Commission. If space is available, county shall accept all city prisoners under the terms of this agreement except for good cause being shown, which includes but is not necessarily limited to illness of bodily injury.

IV

The City shall designate the chief of police to act on behalf of the Josephine Police Department and to serve as "liaison Officer" for the City with and between the City and Hunt County. The Police Chief, or his designated substitute shall insure the performance of all duties and obligations of the City herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of the City in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of the Municipal Police Departments employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of purposes, terms, and conditions of this Agreement for the mutual benefit of the City of Josephine and Hunt County.

V

Hunt County designates the Hunt County Sheriff to act on behalf of the Hunt County Sheriff's Department, and to serve as "liaison officer" for Hunt County with and between Hunt County and the City, and the Municipal Police Department to ensure the performance of all duties and delegations of Hunt County herein stated; and shall devote sufficient time to and attention to execution of said duties on behalf of Hunt County in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of the Hunt County Sheriff's Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Hunt County and the City.

VI

Prior to the transfer of prisoners, including City prisoners, to Hunt County, the City agrees to indemnify and hold harmless Hunt County, its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys fees arising out of performance of the services and duties herein stated only in excluding the incarceration of City prisoners by Hunt County which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or part by the City's negligent act and/or omission, or that of a sub-contractor of the City of that of anyone employed by or contracted with the city for whose acts the City is liable.

VII

After the transfer of prisoners, including City prisoners by the City, Hunt County agrees to indemnify and hold harmless the City, its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of the services and duties herein stated for bodily injury, illness, or death, or for property damage including loss of use and caused in whole or in part by the County's negligent act and/or omission, or that of a subcontractor of the County or that of anyone employed by or contracted with the County for whose acts the County or that of anyone employed by or contracted with the County for whose acts the County is liable.

VIII

1. Hunt County shall be solely responsible for all techniques, sequences, procedures, and means, and for the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of City prisoners. Hunt County shall insure, dedicate, and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of Hunt County stated in the Agreement, and give all attention necessary for such proper supervision and direction.
2. At the request of the City, Hunt County shall photograph and take fingerprints of any prisoner incarcerated pursuant to this Agreement.

IX

The City agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, and agents, City sub-contractors, and/or contract laborers, and all other persons doing work under a contract or agreement with said City.

X

Hunt County agrees to and accepts the duty and responsibility for overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Hunt County sub-contractors, and/or contract laborers, and all other persons doing work under a contract or agreement with said Hunt County.

XI

Hunt County understands and agrees the Hunt County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City of Josephine.

XII

Hunt County understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Hunt County.

XIII

The City of Josephine is a political subdivision of the State of Texas. The address of the city is:

P.O. Box 99
Josephine, Texas

XIV

Hunt County is a political subdivision of the State of Texas. The address of Hunt County is:

Hunt County Sheriff's Office
2801 Stuart Street
Greenville, Texas 75401
Phone (903) 455-3501
Attn: Sheriff Don Anderson

For the services herein above stated, the City agrees to pay to Hunt County, for the full performances of this Agreement, in accordance with the fee schedule contained in Exhibit A attached hereto and incorporated herein for all purposes. Notwithstanding any provisions of the County Jail admissions policy, a City prisoner shall be classified as a City prisoner only if he/she is confined solely on a Class "C" misdemeanor charge which occurs in the City, for which jurisdiction lies in the Josephine Municipal Court and is punishable by a fine only and no imprisonment.

For Class "C" city prisoners only, after a City prisoner has been admitted to or incarcerated into the detention facility, the City shall be responsible for any medical or related cost attributable to said prisoner, except that the county shall be responsible for ~~any injury occurring while under the supervision of the County provided the injury was not caused by a prisoner's intentional act.~~

XVI

The City agrees to reimburse Hunt County on a monthly basis and upon the submission of a documented invoice by Hunt County to the City, for the cost of items and expenses specified in and in accordance with Paragraph XV of this agreement during the term of this Agreement. The fee structure as set in out in Exhibit A may be renegotiated on an annual basis upon the County giving the City sixty (60) days written notice of its intent to renegotiate provided that any fees charged under this agreement shall not exceed any fees charged to any other entity or political subdivisions outside the County. This agreement supercedes all other Agreements.

XVII

In the event that this Agreement is terminated in accordance with Section II, Hunt County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement.

XVIII

This Agreement represents the entire Agreement between the City and Hunt County and supercedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Hunt County.

IX

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Hunt County, Texas.

XX

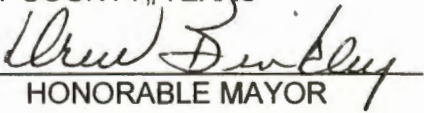
In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XXI

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in multiple originals at Greenville, Hunt County, Texas, on the day and year first herein above written.

CITY OF JOSEPHINE
HUNT COUNTY, TEXAS

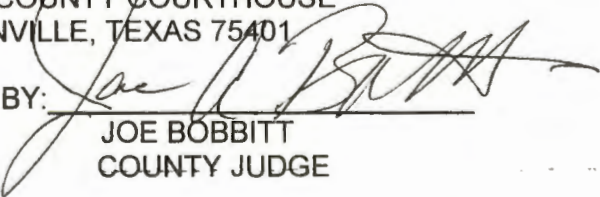
By: 
HONORABLE MAYOR

Acting on behalf of, and by the authority of the City
Of Josephine, Hunt County, Texas

My Commission Expires:

(Seal)

HUNT COUNTY, TEXAS
HUNT COUNTY COURTHOUSE
GREENVILLE, TEXAS 75401

BY: 
JOE BOBBITT
COUNTY JUDGE

Acting on behalf of, and by the authority of the
Commissioners Court of Hunt County, Texas

My Commission Expires:

(Seal)

EXHIBIT "A"

The fee for incarceration of prisoners, as they are defined in Section XV of this Agreement, in the Hunt County Justice Center, Shall be \$45.00 per day and a \$45.00 booking fee. The per diem cost of \$45.00 would become effective after 12 hours of incarceration. The rate covers one person per day. The City may not be billed for two days when a prisoner is admitted on evening and released the following morning. The County may bill for the day of arrival, but not for the day of departure.

9010

LEASE AGREEMENT

FILED FOR RECORD
at _____ o'clock _____ M
FEB - 9 2004
By County Clerk LINDA BROOKS
Hunt County, Tex.

STATE OF TEXAS §

COUNTY OF HUNT §

This Lease Agreement is made as of the 1st day of January, 2003, at Greenville, Texas, by and between A. J. HILLIARD, III of Dallas County, Texas, and DIONNE WADE of Rockwall County, Texas, whose mailing address for all purposes is 5901 Volunteer, Rockwall, Texas 75087, hereinafter "Lessors", and HUNT COUNTY, TEXAS, a governmental body acting by and through JOE BOBBITT, County Judge, duly authorized to act by Order of the Commissioners Court of Hunt County, Texas, attested by the Secretary of the Court, whose mailing address for all purposes is County Judge, Courthouse, Greenville, Texas 75401, hereinafter "Lessee",
WITNESSETH:

1. DEMISE AND DESCRIPTION OF PROPERTY. Lessors hereby lease to Lessee, and Lessee hereby leases from Lessors, that certain real property, hereinafter called the Demised Premises situated in the City of Greenville, Hunt County, Texas, and described as follows:

FIRST TRACT: All that certain lot, tract or parcel of land lying and being situated in the City of Greenville, Hunt County, Texas, being a part of the John Gillespie Survey, Abstract No. 356, and being the South one-half of Lots 3 and 8 in Block 12, being more particularly described as follows:
BEGINNING at the Southeast Corner of Lot 8 in said Block;
THENCE West 216 feet;
THENCE North 27 feet;
THENCE East 216 feet;
THENCE South 27 feet to the place of beginning.

SECOND TRACT: All that certain lot, tract or parcel of land lying and being situated in the City of Greenville, Hunt County, Texas, being a part of the John Gillespie Survey, Abstract No. 356, and being the North one-half of Lots 3 and 8 in Block 12, being more particularly described as follows:
BEGINNING at the Southwest Corner of Lot 2 in Block 12;
THENCE East 216 feet;
THENCE South 27 feet;
THENCE West 210 feet;
THENCE North 27 feet to the place of beginning.

2. TERM. The term of this Lease shall be for a period of two (2) years hereafter called the Lease Term, beginning on the 1st day of January, 2003, and ending on the 31st day of December, 2004.

3. RENT. The rent for the Term of this Lease shall be the sum of EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$8,400.00), payable in equal monthly installments of \$350.00 each, payable in advance, in Greenville, Hunt County, Texas, on the 1st day of January, 2003, and on the 1st day of each succeeding month thereafter.

4. USE OF PREMISES. The premises are leased to be used as a parking lot for county employees and not otherwise.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

6. ACCEPTANCE OF PREMISES AND MAINTENANCE. The parties recognize that Lessee has occupied the premises as a tenant on a month-to-month basis, or under a written lease, for over ten years. Accordingly, Lessee accepts the premises as in suitable condition for its intended use.

7. SURRENDER OF PREMISES. Lessee agrees to surrender the premises to Lessors at the end of the Lease Term, in good and proper state of order and repair, free of any damage to the premises occasioned by any act of Lessee, its agents, servants or employees.

8. INSURANCE AND INDEMNITY AGREEMENT. Lessee agrees to indemnify and hold Lessors and the property of Lessors, including the Demised Premises, entirely free and harmless from any and all liability for injury to or death of any person, including all elected officials, officers, and employees of Lessee, as well as all members of the general public, including, without limitation, guests and invitees of Lessee and its elected officials, officers and employees, as well as passers-by, trespassers, and all members of the general public without limitation, as well as for damages to property, arising from the use and occupancy of the Demised Premises by Lessee or from the act or omission of any person or persons including Lessee's elected officials, officers, and employees, in and about the Demised Premises. In this connection, Lessee agrees that in leasing the Demised Premises and devoting the same to their intended purpose, Lessee is engaged in a

proprietary, and not a governmental function, and to the maximum extent possible Lessee waives and entirely relinquishes all defenses based on sovereign immunity, or the like. Lessee agrees to purchase general liability insurance with limits of not less than \$350,000.00 for each accident or occurrence, and to name Lessors as an additional insured therein, as landlord of the Demised Premises.

9. ASSIGNMENT. Lessee agrees not to assign or sublease the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessors' written consent. Lessee's interest in this Lease is not assignable by operation of Law, nor is any assignment of its interest herein, without Lessors' written consent.

10. LESSORS' REMEDIES ON LESSEE'S BREACH. If Lessee breaches this Lease, Lessors shall first give notice of the breach as hereafter set out and afford the Lessee fifteen (15) days opportunity to cure the specified default. Upon Lessee's failure to cure the specified default within fifteen (15) days after notice thereof, Lessors shall have the following remedies in addition to their other rights and remedies in such event:

- (a) Reentry. Lessors may reenter the premises immediately and remove all Lessee's personnel and property therefrom. Lessors may store the property in a public warehouse or at another place of their choosing at Lessee's expense or to Lessee's account.
- (b) Termination. After reentry, Lessors may terminate the Lease on giving ten (10) days' written notice of such termination to Lessee. Reentry only, without notice of termination, will not terminate the Lease.
- (c) Reletting Premises. After reentering, Lessors may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as they may choose. Lessors may make alterations and repairs to the premises at Lessee's expense. Rentals received shall be credited to Lessee's account.

11. EFFECT OF LESSORS' WAIVER. Lessors' waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessors' acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

12. EFFECT OF EMINENT DOMAIN PROCEEDING. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for purposes of the business for which the premises are leased will not terminate this Lease, unless Lessors at their option terminate it by giving written notice of termination to Lessee. The effect of such condemnation, should such option not be exercised, will be to terminate the Lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the Lease Term shall in such case be reduced by the amount that the usefulness of the premises to it for such business purposes is reduced.

13. MISCELLANEOUS PROVISIONS.

- (a) Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.
- (b) Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.
- (c) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (d) Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- (e) Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

- (f) Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto, his heirs, executors, administrators, legal representatives, successors, or assigns by reason of a failure to perform any of the obligations under this Agreement. Therefore, if a party thereto, his heirs, executors, administrators, legal representatives, successors, or assigns shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceedings is brought hereby agrees that specific performance may be sought and obtained for any breach of this Agreement.
- (g) Notice. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of actual receipt.
- (h) Time of Essence. Time is of the essence in this Agreement.

Executed the 9 day of February 2004, as of and to become effective January 1, 2003.

LESSOR:

A. J. HILLIARD, III

DIONNE WADE

LESSEE:

HUNT COUNTY, TEXAS

BY: _____

JOE BOBBITT,
County Judge

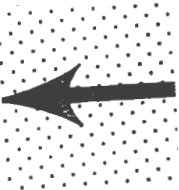
ATTEST: _____

Secretary

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by A. J. HILLIARD, III.

Notary Public, State of Texas



THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by DIONNE WADE.

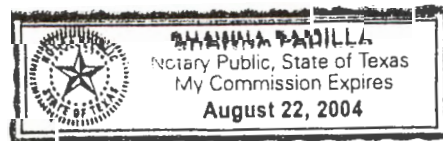
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF HUNT §

This instrument was acknowledged before me on the 9th day of February, 2004, by JOE BOBBITT, County Judge, on behalf of HUNT COUNTY, TEXAS, a governmental body.



Notary Public, State of Texas



FILED FOR RECORD
at 4 - o'clock P M

FEB - 9 2004

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

\$52.00 -----Monthly- charge for ADT security system. Prepaid until 9/1/04

* \$61.00 -----Monthly- SBC Modem (the connection that connects this department to the County AS400 system)

* \$29.00 -----Monthly- SBC Fax (department fax line)

* \$550.00 -----Monthly-SBC Phone Lines (This all our phone lines-we are exploring ways to reduce this fee if possible).

* \$200.00 -----Monthly-Printer Ink (this includes all printers, faxes, scanner [we scan and print a number of case files for archiving for space purposes], on-line matrix printer, etc.).

\$796.00 -----Monthly-This is 1/2 the cost of the Corrections Software bill (all case documentation, the GASB 34 figures, our end of month figures, restitution accounts, demographics, and CSTS tracking, etc.). Prepaid until 9/1/04

\$400.00 -----Monthly-This is for the restitution coordinator-this is the person contracted through the corrections software company that manages, reconciles, cuts restitution checks, and keeps restitution account current- additionally the also insures that after 5 years, all unclaimed restitution is returned to the State-a mandatory function). Prepaid until 9/1/04

* \$60.00 -----Aerobic Water

\$252.95 -----Monthly GEUS Internet (this is cable internet and the internet now seems necessary as we link in to CJAD site for statewide data, into the DPS site for criminal histories, into another DPS site for flash notices for probationers arrested in other jurisdictions [that we may not otherwise be aware of], and our corrections software provider is soon to be a windows based server which will require internet service). Prepaid until 9/1/04

\$42.00 -----Monthly for Koyote (These accounts are used by staff members who wish to dial in from home through the VPN (Virtual Private Network). This allows staff to work on our network from home. They are also used when staff members are traveling for training, to access the network and interoffice email). Prepaid until 9/1/04

\$383.16 -----Monthly for copier maintenance/service contract (includes all maintenance, toner-this was cheaper than purchasing the machine). Prepaid until 9/1/04

* \$1,000.00 -----This is an optional stipend payment to Crossroads Council On Alcohol And Drug Abuse (CCADA) to partially compensate for the cost of services that extend beyond the original contract amount-that generally ends several months prior to the end of the contract year).

\$3826.11 -----Total Monthly Amount

$$\begin{array}{r} 2-04 \text{ To } 8-04 \\ * \quad 1,900.00 \times 7 \text{ Months} = \quad 13,300 \end{array}$$

9-1-04

Start
\$3826.11/xx

\$45913.00
xx

Give Allotment of \$1900 per mo.
+ get a gtrly report