

COMMISSIONERS COURT
REGULAR SESSION
May 10, 2004

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

NEW BUSINESS:

9091 On the motion by Judge Bobbitt, second by Phillip Martin, the Court approved contract with Omni Systems on collection of warrants, fines and fees, due to DPS canceling their Delinquent Warrant System. The cost will be an additional \$30 of which the County will get \$4, with the other fees of \$20 to Omni System and \$6 to another State entity. JP-Erwin stated we need a system to help keep up with these warrants, we do not have enough storage space or manpower to handle this process manually.

See Attachment.

9092 On the motion by Ralph Green, second by Kenneth Thornton, the Court approved Proclamation designating May 14th thru May 22nd, 2004 as "Forget Me Not Week" in Hunt County. *See Attachment.*

9093 On the motion by Judge Bobbitt, second by Thornton, the Court approved the appointment of Kyle Gronewall from Kaufman County as our new County Extension Agent.

9094 On the motion by Judge Bobbitt, second by Thornton, the Court approved County Treasurer – Delores Shelton to receive the monthly (\$50) cellular phone allotment.

9095 On the motion by Jim Latham, second by Martin, the Court approved the Quarterly Children's Museum Report presented by Kathy Yancy – Executive Director of this museum.

9096 On the motion by Judge Bobbitt, second by Green, the Court approved the Federal Inmate Contract with the United State Marshall's Office. *See Attachment.*

9097 On the motion by Martin, second by Latham, the Court approved the Semi-Annual Report from Tax Assessor – Joyce Barrow's Office with Barbara Wiggins making the presentation.

9098 On the motion by Martin, second by Thornton, the Court approved the following resale properties for sale: R2761, R29837, R34334, R34360, R39099, R39243, R39257, R39978, R40819, R41870, R41891, R42005, R42012, R42034, R42092, R42130, R42134, R42141, R42359, R42376, R43174, R44992, R48161, R48162, R48164, R48175, R48176, R48179, R48188, R48393, R48432, R48938, R49099, R50109, R50602, R51182, R51526, R51847, R51850, R51851, R53245, R53789, R53790, R70544, R71235, R71267, R71287, R71414, R71533, R71709, R71909, R71924, R71925, R72028, R72073, R72091, R72102, R72107, R72113, R72239, R72522, R72523, R72562, R72610, R72612, R72973, R73078, R73091, R73114, R73304, R73354, R73602, R73660, R74664, R76057, R76205, R76368, R76947, R77661, R78025, R78058, R78065, R78173, R78810, R78891, R85960, R86155, R86163, R86183, R86199, R89293, R89356, R90389, R90650, R90686, R90693, R90742, R90758, R104727, R104728, R107802, and R110735. – Kay Abbott. The Court noted 3 changes: R2761 should read R27116, R71533 should read R71553, R71709 should read R71909. These 3 items to be reposted and brought back to Court on the next agenda.

See Attachment.

— ‘Discuss and possibly take action on consideration of outside audit for the former Crossroads Council on Drug and Alcohol Abuse.’ Judge Bobbitt had Tommy Nelson present to explain the scope of this audit, but after discussion by the Court, decision was made to not conduct an audit. The Court feels comfortable enough with the IRS looking at this organization.

9099 On the motion by Green, second by Thornton, the Court approved request of FEC to construct electrical power distribution facilities along and across CR2524 and CR2170 in Pct 2. with the usual stipulations.

9100 On the motion by Martin, second by Latham, the Court approved the County Auditor to seek proposals for financing of the new computer system for the County Treasurer and County Auditors Office (\$168,500).

9101 On the motion by Thornton, second by Martin, the Court approved Emergency Funding (not to exceed \$25,000) for recycled asphalt for all precincts due to no asphalt in Garland.

9102 On the motion by Thornton, second by Martin, the Court approved permission to advertise for Recycled Asphalt at a different pit location, including per ton mile hauling charges.

9103 On the motion by Thornton, second by Green, the Court approved an additional \$100 for cash drawer in the County Clerk's Office due to having 3 cashiering stations.

HEAR AND DISCUSS REPORTS:

Alex Suarez - Regional Director of the Red Cross was present in Court concerning a possible office space in the Courthouse for disaster training and meetings. The Court agreed to house the Red Cross in the Old County Treasurer's Office, with the agreement all parking for this office would be at the Old Sheriff's Office Parking Lot. Item to be on the agenda next Court.

The Court also discussed hauling rock for the Hunt County Fair.

9104 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

9105 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

PAYROLL & PERSONNEL:

County Auditor:	<p>Remove Debbie Thomas due to her resignation, effective 4-20-04.</p> <p>Raise Stacey Sehl Asst. Auditor from \$26,260 to \$27,461, effective 5-7-04. (Due to Debbie Thomas resignation). Evaluation on file.</p> <p>Raise Brandi Painter Asst. Auditor from \$23,175 to \$24,718, Effective 5-7-04. (Due to Debbie Thomas resignation). Evaluation on file.</p>
County Attorney:	<p>Remove Abigail Spain – she will no longer be employed for the County Attorney's Office, effective 4-30-04.</p> <p>Add Cynthia Braddy as Asst. County Attorney at \$45,635 per year, effective 5-10-04.</p>
Commissioner Pct 2:	<p>Remove Kevin Cook due to his resignation, effective 5-7-04.</p> <p>Add Gary Allen as hourly Pct Worker at \$13.50 per hour, effective 5-10-04.</p>

Hwy Patrol:	Raise Laura Lohman Ingalls Sec 1/G2 from \$19,504 to \$20,004, effective 5-10-04. Funds available – evaluation on file. Raise Della Jennings Sec 1/G2 from \$18,000 to \$18,500, effective 5-10-04. Funds available – evaluation on file.
Sheriff Dept:	Add Anthony Davis as Detention Officer G4 at \$22,273 annually, effective 5-3-04.

9106 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

_____ The Court recess for a 5-minute break and then went into an Executive Session at 11:35 a.m. with no action taken.

_____ Court Adjourned. Minutes approved this 24 day of May, 2004.

Attest:

Linda Bracker

Hunt County Clerk

Law A. Bottel
Hunt County Judge

TEXAS DEPARTMENT OF PUBLIC SAFETY



9091
FILED FOR RECORD
at 3 o'clock P M
MAY 10 2004
LINDA BROOKS
County Clerk, Tarrant County, Tex.
By [Signature]

FAILURE TO APPEAR PROGRAM



FTA Program Highlights

- **Authorized by Legislature - Traffic violations after Sept. 1, 1995.
Expanded to include all Class C misdemeanors after Sept. 1, 1999.
Failure to Pay or Satisfy Judgements after Sept. 1, 2001
Expanded to include all County courts/offenses after June 18, 2003**
- **Tool to assist cities/counties in collection of violations**
- **Voluntary program to compliment other local enforcement programs**
- **Cities/counties contract with DPS - No cost to participate but requires computers and staff to enter offenses and collection of \$30 FTA fee**
- **Statute provides immunity for state and political subdivision**
- **Jurisdiction controls disposition of cases and collects the proceeds**
- **Warrants - Does not require nor prohibit use of warrants**
- **OmniBase Services was vendor selected by DPS to administer FTA**

OmniBase provides:

software for database entry - free of charge
automated database of violators
letter to violator within 24 hours of DPS acceptance
800 numbers and operator assistance for offenders
maintains database for 5 years and indefinitely for non-clears
monthly training in Austin for RES users

Contracted jurisdictions – 689 - Cities – 529 - Counties – 160

Database Totals Since Program Inception*

Total Offenses Entered – 2,317,947

Total Offenses Cleared -- 1,311,880

Clearance Rate – 56.6 * March 1, 2004

FTA Database Process

City/county transmits new offenses to OmniBase

OmniBase notifies DPS to flag violator's driver license record

OmniBase notifies violator of restriction upon renewal of license

OmniBase assists violators in resolving open offenses

Violator contacts city/county and resolves offense

City/county collects fine, court costs and the \$30 FTA fee

City/county notifies OmniBase of disposition of offense

OmniBase notifies DPS to remove restriction on driver license

City/county keeps any fines collected and \$4 of the FTA fee

**City/county sends FTA fee quarterly - \$20 to State - \$6 to
OmniBase**

**For additional information, visit our web site at www.omnibase.com or call our
office at 512/346-6511**

TEXAS DEPARTMENT OF PUBLIC SAFETY

FAILURE TO APPEAR (FTA) PROGRAM

As a result of nonpayment of fines associated with certain violations, political subdivisions and the State of Texas have encountered a significant loss of revenue.

The TDPS offers a solution to serve the political subdivisions by denying the renewal of a driver license for failure to appear or failure to pay or satisfy a judgment ordered by a court. It is estimated that between 95 and 98 percent of the FTA offenders will comply with the political subdivisions that contract with the Department.

The intent of the Failure to Appear Program is directed toward a system that requires the violator to appear before the originating court for a final disposition. This pamphlet identifies the sequence of events designed to bring both traffic and non-traffic violators to justice.

During the 74th Legislative Session, Senate Bill 1504, Texas Transportation Code, Chapter 706 (formerly Vernon's Civil Statute, 6687d), authorized the Department to contract with political subdivisions to deny the renewal of an individual's driver license for failure to appear on certain traffic violations on or after September 1, 1995.

In the 76th Legislative Session, House Bill 2802 amended the Texas Transportation Code, Chapter 706, to include all offenses for which the violator fails to appear, that are within the jurisdiction of the court. The main provisions of the bill are as follows:

- Authorizes the Department to contract with a private vendor to implement the system.
- Requires the political subdivision to compensate the private vendor for service delivered under the provisions of this bill (prohibits the use of state funds to compensate a private vendor).
- Provides for an administrative fee of \$30.00 for each offense.
- Establishes immunity from suit and damages for the state and political subdivisions.

- Authorizes the Department to adopt rules to implement the provisions of the bill.
- Requires the peace officer to give notice of the sanction at the time a citation is written.
- Applies to offenses that occur on or after September 1, 1999.

During the 77th Legislative Session, Senate Bill 1371 further amended the Texas Transportation Code to include offenses for which an individual fails to pay or satisfy the judgment of a court order. This amendment expands the scope of the program and gives the court greater flexibility. These provisions were effective September 1, 2001.

During the 78th Legislative Session, Senate Bill 782 further amended the Texas Transportation Code to include any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure. This provision was effective June 18, 2003.

Chapter 706 of the Texas Transportation Code applies to all offenses that fall within the municipal or county court's jurisdiction, including both **traffic** and **non-traffic** violations. **Traffic violations** regulate a driver's conduct or condition while operating a motor vehicle, or the condition of a motor vehicle while it is being operated on a street, road or highway. **Non-traffic violations** are those usually found in the Penal Code of Texas and associated state laws and city ordinance.

Required Warning on Citations for Traffic Law Violations:

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense, or fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate document.

Warrants:

It is currently estimated that as few as 25 percent of warrants issued are brought to final disposition. This means that over one and three quarter million offenders are ultimately not brought to justice.

The FTA Program does not require a warrant to be issued in response to a person's failure to appear. Whether a political subdivision issues a warrant or not is irrelevant to an offense being accepted into the FTA system. It is the opinion of the political subdivision whether or not to continue issuing warrants. However, the warrant fee can only be enforced if a warrant is issued. Some courts have decided to issue a warrant in addition to entering an individual into the FTA system, while others have stated they will no longer issue warrants.

Program Summary

Court Requirements:

A contract between the Texas Department of Public Safety and a political subdivision must be in effect to implement the provisions of Texas Transportation Code, Chapter 706. The Contract shall automatically renew on a yearly basis, absent notification of non-renewal. However, either party may terminate this Contract by notifying the other in writing thirty (30) days prior to the expiration date of intentions not to renew the Contract. After termination, the local political subdivision has a continuing obligation to report final dispositions and collect fees for all violators in the FTA system at the time of termination.

In order to have a violator entered into the FTA system, political subdivisions must electronically send a FTA report with the following information:

- Name of the political subdivision submitting the report
- Name and date of birth
- Texas Driver License number (Texas Identification Card number unacceptable)
- Address
- Offense(s) and date(s)
- Brief description of the alleged violation
- Fine amount
- Docket number and jurisdiction
- Statement that the person failed to appear or failed to pay or satisfy a judgement
- Date that the person failed to appear or failed to pay or satisfy a judgement

The \$30.00 administrative fee should be included in the reported court fee in order to provide accurate fine information to the violator.

It is the responsibility of all political subdivisions to provide accurate, complete and non-duplicative information.

Vendor Services:

The Texas Department of Public Safety has contracted with OmniBase Services of Texas, LP to assist with the automation of the FTA Program. OmniBase will be utilized as the source database of original FTA record entries from the political subdivisions. This automated information system accurately stores and accesses records that will be made available to the Department.

OmniBase will maintain records on each person after compliance for five years and indefinitely on those who do not comply. This contractor will also maintain accessible customer support services, including a toll-free telephone line to answer and resolve questions from persons who are subject to denial of their driver license.

OmniBase will provide and maintain complete and accurate records on all transactions with political subdivisions and the Department. Data collected from any political subdivision, including the Department, shall be considered confidential and such data shall be used only for the purposes established in the contract.

OmniBase will provide the necessary protocol for using electronic methods and software to the political subdivisions at no cost.

OmniBase will mail the initial letter to the offender on modified Department letterhead. It lists the court name, offense, date, docket number, outstanding offense description, fines, costs, and fee amount.

the originating court's address and telephone number, a toll-free number for inquiries, as well as sanctions for non-compliance.

Clearance Requirements:

Within 5 business days, an originating court should provide clearance information on the reported violator to the Vendor. All information will be entered on a computer and uploaded to the Vendor. If final disposition is received, it should be provided in the following manner:

- Name
- Texas Driver License number
- Docket number
- Plea
- Disposition
- Penalty

All clearance information must be transmitted within 5 business days of the time and date that the originating court receives compliance or other information that satisfies the individual's obligation to appear in the originating court.

A \$30.00 administrative fee will apply to each FTA offense. Twenty dollars (\$20.00) of each fee collected will be sent to the State Comptroller's office on or before the last day of the month following the end of the calendar quarter. The local political subdivision must pay the Vendor a fee of six dollars (\$6.00) for each offense that has been reported to the Vendor. The remaining four dollars (\$4.00) will be retained by the political subdivision.

In the event that the individual is acquitted of the underlying charge, then no payment will be made to the State or the Vendor. In the event that court costs and fees are not received by the local political subdivision (e.g. if the court rules an individual as indigent or the individual dies) then no payment will be made to the State or the Vendor. If an individual is ordered to pay court costs and fees, but is not assessed a fine, payment to the Vendor is still required.

Timely payment must be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

DPS Services:

Once information has been transmitted to the Vendor, a data cartridge tape is produced and delivered to DPS. The tape contains all entries as well as final dispositions that have occurred since the previously delivered tape.

Upon receipt at DPS, the FTA data cartridge is downloaded into the mainframe computer. The Department will perform an edit against all driver records and all erroneous data will be rejected and returned to the political subdivision for correction. All accepted data will automatically turn on a FTA flag for the appropriate driver record.

In lieu of a driver license renewal notice, the Department will notify FTA offenders by letter and inform the offender that the renewal of his/her license will be denied. In addition, the letter will provide the toll-free number for compliance information and will inform the offender of the consequences of driving while license invalid (DWLI). (See Transportation Code §521.457.)

If the FTA offender should go to the Driver License office to renew their license, after receiving notice of denial, they will be issued a sixty day temporary permit. If the offender inquires about outstanding FTA citations, the clerk will refer the offender to the toll-free number provided by the vendor.

Upon receipt at DPS headquarters, renewal requests with outstanding FTA citations will be withheld from the license manufacturing process. The renewal request is updated on the basic screen and the driver record is marked, "DENY RENEWAL LTR #2-FTA".

The Department will generate a second letter to the FTA offender that will inform the offender that his/her driver license will not be renewed because of outstanding FTA citations. In addition, the letter will inform the offender that upon the expiration of the temporary permit, all driving privileges will be denied. The letter will provide the toll-free number for compliance information; inform the offender of the driving while license invalid (DWLI)

consequences, and inform him/her that upon compliance, the driver license will be produced and mailed.

After compliance is received, an automated process will be utilized to produce a driver license and the record will reflect "COMPLIANCE RECEIVED-FTA". The driver license is then mailed to the individual.

If a person does not comply and/or the person does not attempt to renew their license (including offenders who attempt to renew their license up to one year prior to the expiration), upon sixty days after the expiration of the driver license or the issuance of a temporary permit, whichever comes first, a third letter will be generated to notify the individual that he/she is officially denied renewal of his/her driver license. The Department will simultaneously update the driver record to reflect "DENY RENEWAL-FTA". The FTA offender will then fall under the existing DWLI statutes if found operating a vehicle.

Technical Overview

Equipment and Software Requirements:

Participation in the FTA program requires the participating jurisdiction to have an appropriate computer. For other than a few large jurisdictions, participation requires a Windows 95, Windows 98, Windows NT, or later version of a Windows operating system, and an IBM PC or compatible with a minimum 486 processor, 16 megabytes of Random Access Memory, 500 megabyte or larger hard drive, and a compatible modem. The Vendor will provide the software necessary for the jurisdiction to participate in the FTA Program, at no charge. The software is referred to as Remote Entry System (RES) software.

If the jurisdiction uses a third-party court software vendor, (i.e., OCA, CSI, HCS, etc.) the court software vendor's application will manage the database, do the reporting of offenses, make corrections on denied/rejected records and export them to RES. Accordingly, the jurisdiction may be able to avoid the double entry of violations and only use RES for the transmission of the offenses to the Vendor.

The jurisdiction will use its computer to upload data through a modem to the Vendor's server. Each

business day, the Vendor will download the data received from jurisdictions and export the data to a 3480 data tape. The tape is delivered to DPS daily where it is processed against driver license records. After processing, DPS provides confirmation or a rejected status of the records that were transmitted the previous day. The Vendor retrieves the daily tapes and processes the confirmations and rejections into the Vendor database server for the jurisdiction to download the next time the jurisdiction transmits.

RES will report all records rejected by DPS. The jurisdiction may correct and retransmit the records that were rejected.

An alternative means of transmission may be available to large jurisdictions that have a mainframe or server and are expecting to transmit a large volume of cases each day. These systems may either use the RES system or transmit records directly to the Vendor server by modem or the Internet. This alternative would probably require special programming by the jurisdiction and would be at the jurisdiction's own expense.

This summary is intended to provide a general description of the technical application of the Failure to Appear Program. For more specific information on the technical systems, jurisdictions may contact the vendor, OmniBase Services of Texas, LP, at (512) 346-6511.

Interlocal Cooperation Contract

STATE OF TEXAS

§

COUNTY OF _____

§

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I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the _____ of _____, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgement ordering payment of a fine or cost in the manner ordered by the court in a manner involving any offense within the jurisdiction of the justice or municipal court.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgement and which has submitted an appropriate FTA report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgement as required by law, the local political subdivision may submit an FTA report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgement;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgement as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgement; and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgement arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgement arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgement of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA report was submitted in error or has been destroyed in accordance with local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a partnership organized under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North MoPac, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without the other parties written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from

the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgement awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgement or related cost is not attributed by the judgement of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local Political Subdivision

Texas Department of Public Safety
 Project Administrator, FTA Program
 5805 North Lamar Boulevard
 Austin, Texas 78773-0001
 (512) 424-5948 (fax)

Notice is effective upon receipt or three days after deposit in the U.S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

TEXAS DEPARTMENT OF
 PUBLIC SAFETY

LOCAL POLITICAL SUBDIVISION*

 Tom Haas
 Chief of Finance

 Date

Joe A. Bole

 Authorized Signature

County Judge

 Title

5-10-04

 Date

* An additional page may be attached if more than one signature is required to execute this contract on behalf of the local political subdivision. Each signature block must contain the person's title and the date.

(3) from the political subdivision that the failure to appear report or court order to pay fine or cost relating to the person:

- (a) was sent to the department in error; or
- (b) has been destroyed in accordance with the political subdivision's records retention policy.

Sec. 706.006. Payment of Administrative Fee.

(a) A person who fails to appear for a complaint or citation for an offense described by Section 706.002 (a) shall be required to pay an administrative fee of \$30 for each violation for which the person failed to appear, unless the person is acquitted of the charges for which the person failed to appear. The person shall pay the fee when:

- (1) the court enters judgement on the underlying offense reported to the department;
- (2) the underlying offense is dismissed; or
- (3) bond or other security is posted to reinstate the charge for which the warrant was issued.

(b) A person who fails to pay or satisfy a judgement ordering the payment of a fine and cost in the manner the court orders shall be required to pay an administrative fee of \$30.

(c) The department may deny renewal of the driver's license of a person who does not pay a fee due under this section until the fee is paid. The fee required by this section is in addition to any other fee required by law.

Sec. 706.007. Records Relating to Fees; Disposition of Fees.

(a) An officer collecting a fee under Section 706.006 shall:

- (1) keep separate records of the money; and
- (2) deposit the money in the appropriate municipal or county treasury.

(b) The custodian of the municipal or county treasury may:

- (1) deposit each fee collected under Section 706.006 in an interest-bearing account; and
- (2) retain for the municipality or county the interest earned on money in the account.

(c) The custodian shall keep records of money received and disbursed under this section and shall provide an annual report, in the form approved by the comptroller, of all money received and disbursed under this section to:

- (1) the comptroller;
- (2) the department; and
- (3) another entity as provided by interlocal contract.

(d) Of each fee collected under Section 706.006, the custodian of a municipal or county treasury shall:

- (1) send \$20 to the comptroller on or before the last day of each calendar quarter; and
- (2) deposit the remainder to the credit of the general fund of the municipality or county.

(e) Of each \$20 received by the comptroller, the comptroller shall deposit \$10 to the credit of the department to implement this chapter.

Sec. 706.008. Contract With Private Vendor; Compensation.

(a) The department may contract with a private vendor to implement this chapter.

(b) The vendor performing the contract may be compensated by each political subdivision that has contracted with the department.

(c) Except for an action based on a citation issued by a peace officer employed by the department, the vendor may not be compensated with state money.

Sec. 706.009. Vendor to Provide Customer Support Services.

(a) A vendor must establish and maintain customer support services as directed by the department, including a toll-free telephone service line to answer and resolve questions from persons who are denied renewal of a driver's license under this chapter.

(b) The vendor shall comply with terms, policies, and rules adopted by the department to administer this chapter.

Sec. 706.010. Use of Information Collected by Vendor.

Information collected under this chapter by a vendor may not be used by a person other than the department, the political subdivision, or a vendor as provided by this chapter.

Sec. 706.011. Liability of State or Political Subdivision.

(a) An action for damages may not be brought against the state or a political subdivision based on an act or omission under this chapter, including the denial of renewal of a driver's license.

(b) The state or a political subdivision may not be held liable in damages based on an act or omission under this chapter, including the denial of renewal of a driver's license.

Sec. 706.012. Rules.

The department may adopt rules to implement this chapter.

Current @ September 18, 2003

TEXAS DEPARTMENT OF PUBLIC SAFETY
TITLE 37 TEXAS ADMINISTRATIVE CODE

Chapter 15 Drivers License Rules
FAILURE TO APPEAR
(Effective - January 10, 2002)

**DENIAL OF RENEWAL OF DRIVER'S LICENSE FOR
FAILURE TO APPEAR FOR TRAFFIC VIOLATION**

§15.111. Purpose and Scope. This subchapter applies to denial of license renewal for failure to appear or failure to pay or satisfy a judgment ordering payment of a fine or cost reported to the department under authority of Texas Transportation Code, Chapter 706.

§15.112. Authority To Enter Interlocal Contract. A local political subdivision may contract with the department to provide information necessary for the department to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine or cost in the manner ordered by the court in a matter involving any offense within the jurisdiction of the justice or municipal court. A contract under this section must be made in accordance with Texas Government Code, Chapter 791. Such contract is subject to the ability of the parties to provide or pay for the services required under the contract.

§15.113. Contract with Private Vendor. The department has contracted with a private vendor to implement the provisions of Texas Transportation Code, Chapter 706. The vendor shall be the primary custodian of all failure to appear violator records and will receive and process reports from contracting local political subdivisions. The vendor will also maintain readily accessible customer support services, including a toll-free telephone service, to advise license holders on how to contact the court in which the failure to appear report originated.

§15.114. Originating Court To File Failure To Appear Report. If a person fails to appear or fails to pay or satisfy a judgment as provided in Texas Transportation Code, Chapter 706, a local political subdivision may submit a failure to appear report to the department. The local political subdivision shall make reasonable efforts to ensure that each report is accurate, complete, and nonduplicative. The report shall include the following information:

- (1) the name of the political subdivision submitting the report;
- (2) the jurisdiction in which the alleged offense occurred;
- (3) the name, date of birth, and the Texas driver license number of the person alleged to have failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
- (8) any other information required by the department.

§15.115. Criminal Charge Not Required. It is neither required nor prohibited that a criminal charge be filed or a warrant be issued based on the person's violation of a promise to appear or failure to pay or satisfy a judgment ordering the payment of a fine or a cost in the manner provided by the court.

§15.116. Local Ordinances. If the offense alleged is a violation of local ordinance, but not state law, the department may require the political subdivision to provide the department with a copy of the local ordinance alleged to have been violated. Upon such request, the political subdivision shall certify that the ordinance is currently in effect, and shall provide any other information required by the department. The department shall determine whether the local ordinance meets the statutory criteria for enforcement under this section.

§15.117. When Denial May Be Imposed. On receipt of the necessary information from the local political subdivision, the department may deny renewal of the person's driver license. For purposes of this section, the department may deny renewal of an applicant's driver license at any time before mailing the completed driver license document.

§15.118. Clearance Report. The local political subdivision shall file a clearance report when there is no cause to continue to deny renewal of a person's driver license. In all cases when a clearance report is required, the political subdivision shall notify the department or the department's designee within a reasonable time not to exceed five business days. The clearance report shall identify the person, state whether or not a fee was required, advise the department to lift the denial of renewal and state the grounds for the action.

§15.119. Clearance Report When No Fee Is Required. If the person is acquitted of the underlying charge for which the failure to appear report was filed, the court shall file an appropriate clearance report without requiring the license holder to pay the statutorily required \$30 administrative fee. Acquittal means an official fact-finding made in the context of the adversary proceeding by an individual or group of individuals with the legal authority to decide the question of guilt or innocence. For purposes of this section, acquittal also includes a discharge by the court upon proof of actual innocence. A person is not considered to have been acquitted if the court imposes any conditions upon discharge of the offense, such as penalties, court costs, educational programs, a period of probation, or any other sanction. For purposes of this section, a person is not considered to have been acquitted, and the prescribed administrative fee shall apply, in all cases that are dismissed under the suspension of sentence or deferred disposition procedures outlined in Texas Code of Criminal Procedure, Article 45.

FAILURE TO APPEAR PROGRAM INFORMATION SHEET

PS ID # _____
I.L. Rec'd _____
County _____

[counties should complete this form for each precinct or court that will participate in the FTA Program]

Name of Political Subdivision _____

Business Hours _____

Address _____

City _____

Zip _____

Telephone # for violators to call regarding outstanding tickets: () _____

FTA Administrator: _____ Title: _____

Telephone #: () _____ Fax #: () _____ Email: _____

FTA Computer Operator (if different from FTA Administrator): _____ Title: _____

Telephone #: () _____ Fax #: () _____ Email: _____

FTA Billing Matters: _____ Title: _____

Telephone #: () _____ Fax #: () _____ Email: _____

BEST TIME TO CONTACT YOUR FTA COORDINATOR?

Equipment requirements for Failure to Appear software: **WINDOWS 95, WINDOWS 98 OR GREATER**

MINIMUM: IBM PC or Compatible, 486 Processor or Better, 16 Megabytes of Random Access Memory, 10 Megabyte or Larger Hard Disk Drive, 100% Hayes Compatible Modem

RECOMMENDED: IBM PC or Compatible, Pentium 100MHz or Faster, 32 Megabytes of Random Access Memory, 25 Megabytes or Larger Hard Disk Drive, 100% Hayes Compatible Modem

Your current computer hardware and software [please check one]:

Operating System: ☐ Windows 95 ☐ Windows 98 ☐ Windows NT

Other [please identify]: _____

Word Processing Software: ☐ Word ☐ WordPerfect Other: _____

Does your computer have a modem? ☐ Yes ☐ No

Do you have access to a long distance telephone line? ☐ Yes ☐ No

Does Your Computer Have a Cd Rom Drive? ☐ YES ☐ NO Do you have access to the Internet? ☐ YES ☐ NO

If you do not currently have the minimum equipment requirements, when do you expect to acquire and have them operational? _____

PLEASE COMPLETE THIS FORM AND RETURN TO:

OMNIBASE SERVICES OF TEXAS
ATTN: DONETTA MOORE
7320 N. MOPAC STE 310
AUSTIN, TX 78731
FAX 512/ 346-9312
FOR INFORMATION CALL 512/ 346-6511

TEXAS DEPARTMENT OF PUBLIC SAFETY



1 (800) 686-0570



SAMPLE

NOTICE OF DENIAL OF RENEWAL OF TEXAS DRIVER LICENSE

Acting under contract with the Texas Department of Public Safety, OmniBase has received a report that you have been cited for an offense under the jurisdiction of the court listed below and have subsequently violated a promise to appear in court or failed to pay or satisfy the judgement for the violation.

Pursuant to Chapter 706 of the Texas Transportation Code, the Department of Public Safety will deny renewal of your driver license until the originating court identified below has electronically cleared the following offense(s) from the database:

City Or County	Offense Date	Docket Number	Offense Description	Fines, Cost and Fees
-------------------	-----------------	------------------	------------------------	-------------------------

ORIGINATING COURT

In the event renewal of your driver license is denied, you would then be prohibited from operating a motor vehicle on a public street or highway in this state. Violation would constitute a misdemeanor punishable by a fine of up to \$500.00 and/or confinement for up to six months. Please note that the Department of Public Safety will not clear your driver record or renew your driver license without authorization from the court(s) identified at the left.

You must resolve the outstanding violations before the Department of Public Safety will be able to renew your license. You should contact the court listed to confirm the amount of the fines, costs, and fees and verify that a court appearance is not required. If you want to contest the above report, or if you desire to request trial on the charge(s) filed against you, you should call or write the court listed above. You may retain an attorney at your own expense.

An offense will be cleared from the failure to appear or pay database within three (3) business days from the date payment is secured and reported to OmniBase by the originating court. For information on how to contact the court, you may call either of the following numbers:

(800) 686-0570 (toll free), or
(512) 342-0915 in Austin

COURTESY - SERVICE - PROTECTION

Failure To Appear Program

OMNIBASE

Services Incorporated

FAILURE TO APPEAR PROGRAM EQUIPMENT REQUIREMENTS

WINDOWS 95, WINDOWS 98 OR WINDOWS NT

MINIMUM:

IBM PC or Compatible, 486 Processor or Better, 16 Megabytes of Random Access Memory, 500 Megabyte or Larger Hard Disk Drive, 100% Hayes Compatible Modem

RECOMMENDED:

IBM PC or Compatible, Pentium 100MHz or Faster, 32 Megabytes of Random Access Memory, 1 Gigabyte or Larger Hard Disk Drive, 100% Hayes Compatible Modem

Texas Transportation Code

CHAPTER 706. DENIAL OF RENEWAL OF LICENSE FOR FAILURE TO APPEAR

Sec. 706.001. Definitions. In this chapter:

(1) "Complaint" means a notice of an offense as described by Article 27.14(d) or 45.019, Code of Criminal Procedure.

(2) "Department" means the Department of Public Safety.

(3) "Driver's license" has the meaning assigned by Section 521.001.

(4) "Highway or street" has the meaning assigned by Section 541.302.

(5) "Motor vehicle" has the meaning assigned by Section 541.201.

(6) "Operator" has the meaning assigned by Section 541.001.

(7) "Political subdivision" means a municipality or county.

(8) "Public place" has the meaning assigned by Section 1.07, Penal Code.

(9) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine in an amount not to exceed \$1,000, that:

(a) regulates an operator's conduct or condition while operating a motor vehicle on a highway or street or in a public place;

(b) regulates the condition of a motor vehicle while it is being operated on a highway or street;

(c) relates to the driver's license status of an operator while operating a motor vehicle on a highway or street; or

(d) relates to the registration status of a motor vehicle while it is being operated on a highway or street.

Sec. 706.002. Contract With Department.

(a) A political subdivision may contract with the department to provide information necessary for the department to deny renewal of the driver's license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgement ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

(b) A contract under this section:

(1) must be made in accordance with Chapter 791, Government Code; and

(2) is subject to the ability of the parties to provide or pay for the services required under the contract.

Sec. 706.003. Warning; Citation.

(a) If a political subdivision has contracted with the department, a peace officer authorized to issue a citation in the jurisdiction of the political subdivision shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the jurisdiction of the political subdivision.

(b) The warning under Subsection (a):

(1) is in addition to any other warning required by law;

(2) must state in substance that if the person fails to appear in court as provided by law for the prosecution of the offense or if the person fails to pay or satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver's license; and

(3) may be printed on the same instrument as the citation.

Sec. 706.004. Denial of Renewal of Driver's License.

(a) If a political subdivision has contracted with the department, on receiving the necessary information from the political subdivision the department may deny renewal of the person's driver's license for failure to appear based on a complaint or citation or failure to pay or satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the court in a matter involving an offense described by Section 706.002 (a).

(b) The information must include:

(1) the name, date of birth, and driver's license number of the person;

(2) the nature and date of the alleged violation;

(3) a statement that the person failed to appear as required by law or failed to satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the court in a matter involving an offense described by Section 706.002 (a); and

(4) any other information required by the department.

Sec. 706.005. Clearance Notice to Department.

(a) A political subdivision shall notify the department that there is no cause to continue to deny renewal of a person's driver's license based on the person's previous failure to appear or failure to pay or satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the court in a matter involving an offense described by Section 706.002(a), on payment of a fee as provided by Section 706.006 and:

(1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgement arose;

(2) the dismissal of the charge for which the warrant of arrest was issued or judgement arose;

(3) the posting of bond or the giving of other security to reinstate the charge for which the warrant was issued;

(4) the payment or discharge of the fine and cost owed on an outstanding judgement of the court; or

(5) other suitable arrangements to pay the fine and cost within the court's discretion.

(b) The department may not continue to deny the renewal of the person's driver's license under this chapter after the department receives notice:

(1) under Subsection (a);

(2) that the person was acquitted of the charge on which the person failed to appear; or



HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

at **FILED FOR RECORD** # 9092
 MAY 10 2004
 By County Clerk LINDA BROOKS
 Hunt County, Texas

PROCLAMATION OF FORGET-ME-NOT WEEK May 14th thru May 22nd, 2004

WHEREAS, Hunt County has a continuing sense of gratitude to those disabled veterans who did so much to keep our way of life intact; and

WHEREAS, the Disabled American Veterans has worked exclusively for the welfare of our disabled veterans; and

WHEREAS, the Hunt County Chapter 81 of the Disabled American Veterans has been established to carry on this work in Hunt County; and

WHEREAS, the Disabled American Veterans has the month from May 14th thru May 22nd, 2004 for its annual Forget-Me-Not Campaign in Hunt County, and announced that all funds contributed will be utilized for disabled veterans in Hunt County:

NOW, THEREFORE, I, Joe A. Bobbitt, County Judge of the County of Hunt, do hereby proclaim May 14th thru May 22nd, 2004 as Disabled American Veterans Forget-Me-Not time and do urge the support of all citizens, interested groups and organizations during this campaign.

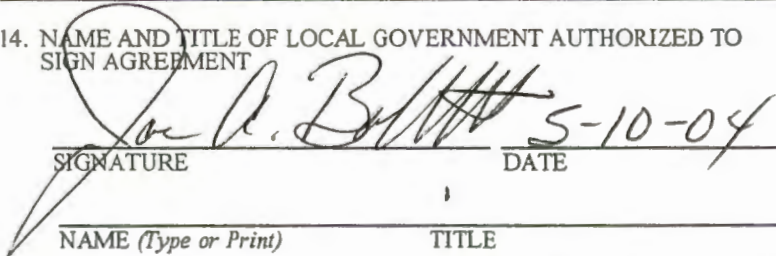
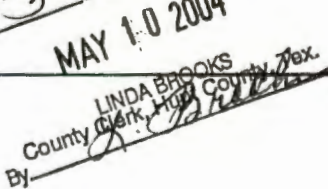
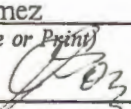
IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of Hunt County to be affixed.


 Joe A. Bobbitt, Hunt County Judge

United States Department of Justice
United States Marshals Service

Intergovernmental Service Agreement
Housing of Federal Prisoners

Page 1 of 9

1. AGREEMENT NUMBER 78-03-0054	2. EFFECTIVE DATE 5/1/04	3. REQUEST FOR DETENTION SERVICES (RDS) NO. 248-03 and 249-03			
4. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER SERVICES DIVISION PROGRAMS AND ASSISTANCE BRANCH WASHINGTON, DC 20530-1000		5. LOCAL GOVERNMENT			FACILITY CODE(S) 6M2
		NAME AND ADDRESS Hunt County Jail 2801 Stuart Street Greenville, TX 75401			
6. APPROPRIATION DATA 15X1020		Contact Person Jimmy Hamilton, County Auditor Area Code & Telephone No. (903) 408-4120			
7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including guard/transportation services to medical facility and U.S. Courthouse, in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS		FIXED PER DIEM RATE	ESTIMATED ANNUAL PAYMENT
		25,000	PDs	\$39.93	\$998,250.00
		ESTIMATED GUARD HRS			
		100	GHs	\$23.66	\$2,366.00
13. AGENCY CERTIFYING <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>		14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT  SIGNATURE DATE 5-10-04 NAME (Type or Print) TITLE			
15. PRISONER TYPE TO BE INCLUDED UNSENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input type="checkbox"/> INS SENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input type="checkbox"/> BOP		16. LEVEL OF USE <input type="checkbox"/> Minimum (0-249) <input type="checkbox"/> Medium (250-999) <input checked="" type="checkbox"/> Major (1000 +) FILED FOR RECORD at 3 o'clock P M MAY 10 2004 LINDA BROOKS County Clerk, Hunt County, Tex. By 			
17. NAME OF AUTHORIZING OFFICIAL Jackie Gomez NAME (Type or Print)  (SIGNATURE OF CONTRACTING OFFICER)		DATE: 4/23/04			

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

FORM USM-241
(Rev. 3/99)

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. 78-03-0054	Page 2 of 9
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ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and the Hunt County, Texas (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Hunt County Jail (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF PROJECT-SUPPORTED EFFORT

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.
2. None of the principal activities of the project-supported effort shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the services to be performed, period of performance, the policies and procedures, and the flow-through requirements that are applicable to the contractor or other recipient. The contract or agreement must include the dollar limitation and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.

ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided by a medical practitioner to local prisoners, including the transportation and security for prisoners requiring removal from the facility for emergency medical services. The IGA jail shall not incur a bill to be paid by the USMS without USMS approval. All costs associated with health care services provided inside the facility are included in the fixed per diem rate.
2. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required. All costs associated with hospital or health care

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. 78-03-0054	Page 3 of 9
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services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

4. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

5. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.

ARTICLE V - PERIOD OF PERFORMANCE

This agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule

IGA No. 78-03-0054

Page 4 of 9

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.
2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months. The fixed per diem rate of \$39.93 will be in effect for twelve (12) months expiring on April 30, 2005.
3. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.
5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contract Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE
 EASTERN DISTRICT OF TEXAS
 307 FEDERAL BUILDING
 211 W. FERGUSON STREET
 TYLER, TX 75702
 (903) 590-1370

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. 78-03-0054	Page 5 of 9
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2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.

ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

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Intergovernmental Service Agreement Schedule

IGA No. 78-03-0054

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ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.
2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.
3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.
2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bedspace made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.

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United States Marshals Service

Intergovernmental Service Agreement Schedule

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5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Contracting Officer and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

U.S. Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. 78-03-0054	Page 8 of 9
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1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

- a. Using his or her official position for private gain;
- b. Giving preferential treatment to any person;
- c. Losing complete independence or impartiality;
- d. Making an official decision outside official channels;
- or
- e. Affecting adversely the confidence of the public in the integrity of the government or the program.

ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:

- a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
- b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.

2. Such services will be performed by at least two (2) armed qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

U.S. Department of Justice

United States Marshals Service

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5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:

- Transportation and escort guard services will be performed by at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;
- Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;
- The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO. One (1)	2. REQUEST FOR DETENTION SERVICES NO. 06-051	3. EFFECTIVE DATE OF MODIFICATION October 1, 2006
4. ISSUING OFFICE U.S. MARSHALS SERVICE WITNESS SECURITY AND PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000	5. LOCAL GOVERNMENT Hunt County Jail 2801 Stuart Street Greenville, TX 75401	6. IGA NO. 78-03-0054 7. FACILITY CODE(S) 6M2
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT	
<p>10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to increase the per diem rate from \$39.93 to \$43.00.</p> <div style="position: absolute; left: 50px; top: 400px; transform: rotate(-30deg); font-family: cursive;"> 11-7-06 Per Judge Bobbert no action required by Court. File with Original Contract. </div> <div style="position: absolute; right: 50px; top: 400px; text-align: right;"> BY <u>[Signature]</u> DEPUTY 06 OCT 12 AM 11:14 LINDA BROOKS CLERK HUNT CO., TX </div>		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
12. APPROVAL		
A. LOCAL GOVERNMENT <u>[Signature]</u> Signature _____ TITLE DATE		B. FEDERAL GOVERNMENT <u>Jackie Gomez</u> Signature <u>Grants Specialist</u> TITLE SEP 29 2006 DATE

USMS HQ USE ONLY

Form USM-241a (Rev. 3/99)
Page 1 of 1

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RESALE 2004

Statistics on Properties Sold

Corrections: Properties listed on Agenda as:

R2761 should be R27116

R71533 should be R71553

R71909 should be R71907

RESALE RESULTS

- 186 properties offered
- 101 Sold
- 22 County Properties
- 4 Properties with Improvements (only 2 properties with actual improvements ^{of} significant value)
- All Minimum Bids were previously approved by taxing jurisdiction names "in Trust"
- Bids received represent 30% of Appraised Value (normally 10% is expected)
- Minimum Bids received represent 156% of minimum bid requested.

9098
FILED FOR RECORD
 at 3 o'clock P M

MAY 10 2004

LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By *L. Brooks*

9098
FILED FOR RECORD

Bids received equal 30% of total Appraised Property Value.

at 3 o'clock P M

MAY 10 2004

Min. Bids approved
 by all
 Jurisdictions in Trust

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

# of Bids	ACCT #	JUR	LOCATION	CITY OR AREA	VALUE	MIN. BID	IMP
2	R107802	CGR	McKinney	City of Greenville	\$1,070.00	\$454.10	No
5	R39099	CGR	4907 Washington	City of Greenville	\$2,580.00	\$527.25	No
2	R39243	CGR	3108 Langford	City of Greenville	\$3,050.00	\$412.59	No
3	R39978	CGR	3604 Bourland St.	City of Greenville	\$1,120.00	\$294.04	No
2	R41870	CGR	2004 Langford	City of Greenville	\$930.00	\$306.59	No
3	R42005	CGR	1902 Morgan St.	City of Greenville	\$1,120.00	\$339.48	No
1	R42012	CGR	1901 Utilis St.	City of Greenville	\$1,200.00	\$368.94	No
5	R42034	CGR	4613 Lee St.	City of Greenville	\$6,000.00	\$838.04	No
2	R42092	CGR	2616 Williams St.	City of Greenville	\$2,330.00	\$1,017.50	No
4	R42130	CGR	4801 Pickett St.	City of Greenville	\$1,090.00	\$347.04	No
4	R42134	CGR	4723 Pickett St.	City of Greenville	\$1,090.00	\$347.04	No
1	R42141	CGR	2908 Williams St.	City of Greenville	\$2,020.00	\$463.75	No
2	R43174	CGR	801 Kingston	City of Greenville	\$2,580.00	\$1,513.50	No
1	R44992	CGR	3606 Pace St.	City of Greenville	\$1,270.00	\$301.54	No
1	R48161	CGR	1811 Morgan(uncut)	City of Greenville	\$2,170.00	465.94	No
1	R48162	CGR	1813 Morgan(uncut)	City of Greenville	\$940.00	\$342.94	No
1	R48164	CGR	Morgan (uncut)	City of Greenville	\$5,070.00	\$776.25	No

Special Collections
 Hunt County Tax Office

RESALE 2004 /
 BIDDING RESULTS

Bids received equal 30% of total Appraised Property Value.

Min. Bids approved
by all
Jurisdictions in Trust

1	R48176	CGR	Morgan (uncut)	City of Greenville	\$1,350.00	\$383.94	No
1	R48188	CGR	Utilis St.	City of Greenville	\$1,540.00	\$423.25	No
5	R50602	CGR	3426 Caddo & Sayle	City of Greenville	\$2,580.00	\$367.04	No
1	R51182	CGR	3622 Short Street	City of Greenville	\$1,220.00	\$367.25	No
2	R51847	CGR	1416 Jones St.	City of Greenville	\$1,510.00	\$344.75	No
2	R70544	CGR	2212 St. John St.	City of Greenville	\$1,050.00	\$343.04	No
1	R71235	CGR	2017 Jones St.	City of Greenville	\$1,240.00	\$1,098.50	No
CORR#	R71907	CGR	3235 Washington	City of Greenville	\$9,680.00	\$750.01	No
3	R71925	CGR	3407 Pickett St.	City of Greenville	\$1,240.00	\$300.04	No
1	R72028	CGR	3116 Park St.	City of Greenville	\$3,570.00	\$642.75	No
4	R72091	CGR	3717 Washington	City of Greenville	\$1,150.00	\$323.51	No
1	R72107	CGR	3701 Spencer St.	City of Greenville	\$3,020.00	\$587.75	No
1	R72239	CGR	3105 Speedway	City of Greenville	\$2,520.00	\$426.63	No
3	R72610	CGR	Bourland/Stuart/Stevens	City of Greenville	\$2,220.00	\$377.01	No
2	R72973	CGR	1221 King Street	City of Greenville	\$1,500.00	\$435.75	No
1	R73078	CGR	1307 Sabine St.	City of Greenville	\$890.00	\$636.00	No
3	R73091	CGR	1230 King St.	City of Greenville	\$2,120.00	\$477.44	No
1	R73304	CGR	Gillespie & Sayle	City of Greenville	\$820.00	\$367.75	No

Special Collections
Hunt County Tax Office

RESALE 2004 /
BIDDING RESULTS

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Jurisdictions in Trust

1	R73354	CGR	3618 Dalton St.	City of Greenville	\$2,120.00	\$406.63	No
1	R73602	CGR	2107 Speedway St	City of Greenville	1,740.00	\$325.04	No
1	R73660	CGR	2700 Dalton St.	City of Greenville	\$15,510.00	\$1,007.02	No
1	R78025	CGR	1805 Walnut St.	City of Greenville	\$1,880.00	\$332.04	No
2	R78058	CGR	1720 Speedway	City of Greenville	\$9,060.00	\$1,227.20	Yes
1	R78065	CGR	3919 McDougal	City of Greenville	\$550.00	\$265.54	No
1	R78173	CGR	3204 Stuart St.	City of Greenville	\$440.00	\$291.25	No
3	R78810	CGR	4001 Oneal St.	City of Greenville	\$1,690.00	\$354.47	No
1	R78891	CGR	3908 Oneal St.	City of Greenville	\$10,700.00	\$1,704.60	No
2	R85960	CGR	3616 Lee Street	City of Greenville	\$8,490.00	\$1,087.04	No
1	R86163	CGR	4219 Pickett St.	City of Greenville	\$850.00	\$323.04	No
1	R86183	CGR	4321 Spencer	City of Greenville	\$2,380.00	\$402.48	No
2	R86199	CGR	4318 Pickett St.	City of Greenville	\$1,690.00	\$435.01	No
1	R90389	CGR	2216 McDougal	City of Greenville	\$940.00	\$313.01	No
3	R90693	CGR	3817 Pickett St.	City of Greenville	\$2,620.00	\$369.04	No
3	R90742	CGR	2915 Wellington	City of Greenville	\$1,520.00	\$314.04	No
1	R90758	CGR	4109 Spencer	City of Greenville	\$1,210.00	\$343.98	No
4	R104727	GHT	Angela Way	Quinlan Area	\$3,340.00	\$418.55	No
3	R104728	GHT	Angela Way	Quinlan Area	\$3,340.00	\$418.55	No

Special Collections
Hunt County Tax OfficeRESALE 2004 /
BIDDING RESULTS

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Jurisdictions in Trust

CORR#	R27116	GHT	2302 Railroad	Caddo Mills	\$26,910.00	\$6,323.18	Yes
8	R29837	GHT	CR 2534	Quinlan Area	\$11,230.00	\$1,423.94	No
8	R34334	GHT	Dogwood Loop	Quinlan Area	\$5,000.00	\$800.94	No
8	R34360	GHT	Dogwood Loop	Quinlan Area	\$7,650.00	\$1,065.94	No
22	R40819	GHT	CR 2470	Royse City Area	\$24,000.00	\$2,475.00	No
7	R42359	GHT	Countess Country Rd.	Quinlan Area	\$9,120.00	\$707.55	No
3	R42376	GHT	Jim Smith Rd.	Quinlan Area	\$7,960.00	\$934.75	No
3	R48938	GHT	CR 3605	Quinlan Area	\$1,910.00	\$335.73	No
3	R49099	GHT	CR 3605	Quinlan Area	\$2,020.00	\$341.23	No
2	R50109	GHT	Lot 16, Last Frontier	Quinlan Area	\$8,080.00	\$1,119.79	No
2	R53789	GHT	CR 2252	Quinlan Area	\$1,440.00	\$399.45	No
2	R53790	GHT	CR 2252	Cash Area	\$720.00	\$336.63	No
2	R74664	GHT	Williams Street	City of Wolfe City	\$12,840.00	\$2,079.50	No
3	R76057	GHT	CR 2282	Quinlan Area	\$23,020.00	\$2,145.85	No
2	R76205	GHT	CR 2280	Quinlan Area	\$6,400.00	\$951.79	No
5	R76368	GHT	CR 2304	Quinlan Area	\$21,650.00	\$2,558.75	No
1	R77661	GHT	Hillside Circle	Lone Oak Area	\$1,560.00	\$259.36	No
1	R89293	GHT	Candy Ln.	Quinlan Area	\$2,030.00	\$360.64	No
1	R89356	GHT	Candy Ln.	Quinlan Area	\$1,130.00	\$315.64	No
1	R90686	GHT	4002 Spencer St.	City of Greenville	\$1,610.00	\$602.80	No
3	R110735	SCO	Off Hwy 11	Commerce Area	\$7,370.00	\$1,601.00	No

Special Collections
Hunt County Tax Office

RESALE 2004 /
BIDDING RESULTS

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Min. Bids approved
by all
Jurisdictions in Trust

3	R76947	SCO	225 Brookhaven Ter.	City of Commerce	\$7,340.00	\$1,203.51	No
1	R39257	SGR	3008 College St.	City of Greenville	\$1,910.00	\$981.50	No
1	R48175	SGR	Morgan (uncut)	City of Greenville	\$1,050.00	\$645.50	No
2	R48179	SGR	Harrison St.	City of Greenville	\$2,590.00	\$480.74	No
2	R48393	SGR	1016 Hemphill	City of Greenville	\$1,880.00	\$422.39	No
3	R48432	SGR	3401 Fourth	City of Greenville	\$2,070.00	\$325.24	No
1	R51526	SGR	6007 Orange St.	City of Greenville	\$2,270.00	\$1,020.50	No
2	R51850	SGR	1408 Jones St.	City of Greenville	\$1,000.00	\$378.89	No
3	R51851	SGR	1404 Jones St.	City of Greenville	\$1,690.00	\$1,171.01	No
2	R71267	SGR	3017 Travis	City of Greenville	\$1,210.00	\$282.24	No
3	R71287	SGR	1221 Hemphill	City of Greenville	\$1,130.00	\$278.24	No
2	R71414	SGR	Hemphill & Gee	City of Greenville	\$1,660.00	\$304.74	No
CORRE	R71553	SGR	1221 Morse	City of Greenville	\$1,160.00	\$279.74	No
6	R71709	SGR	2909 Lee St.	City of Greenville	\$62,640.00	\$3,608.86	Yes
2	R71924	SGR	3403 Pickett St.	City of Greenville	\$1,400.00	\$812.15	No
1	R72073	SGR	3512 Pickett St.	City of Greenville	\$4,680.00	\$1,007.99	Yes
2	R72102	SGR	3611 Pickett St.	City of Greenville	\$9,840.00	\$1,052.99	No
1	R72113	SGR	2917 Texas St.	City of Greenville	\$3,140.00	\$1,139.05	No
1	R72522	SGR	2406 Pace St.	City of Greenville	\$780.00	\$760.00	No
8	R72523	SGR	Pace St.	City of Greenville	\$390.00	\$39.00	No

Special Collections
Hunt County Tax OfficeRESALE 2004 /
BIDDING RESULTS

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by all
Jurisdictions in Trust

2	R72562	SGR	Anderson & Gordon	City of Greenville	\$680.00	\$246.77	No
1	R72612	SGR	1823 Johnson St.	City of Greenville	\$1,670.00	\$954.15	No
4	R73114	SGR	2018 Wright St.	City of Greenville	\$1,310.00	\$743.49	No
1	R86155	SGR	2615 College St.	City of Greenville	\$2,420.00	\$1,082.60	No
1	R90650	SGR	4010 Pickett St.	City of Greenville	\$2,860.00	\$1,052.40	No
5	R53245	SQL	Oak Forest Cr.	Quinlan Area	\$15,955.00	\$1,327.05	No
5	:Total Bids				\$15,955.00	\$1,327.05	

Special Collections
Hunt County Tax Office

RESALE 2004 /
BIDDING RESULTS