



12,452

REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES

P. O. Box 2097
Lubbock, Texas 79408
Main Phone: (806) 775-5650
Fax: (806) 775-7954

FILED FOR RECORD
at 3:20 o'clock
OCT 24 2012

JENNIFER LINDENZWEIG
County Clerk
Lubbock County, Tex.
Jennifer Lindenzweig

October 23, 2012

CHIEF PUBLIC DEFENDER
Jack Stoffregen

Deputy Public Defender
Philip Wischkaemper

Office Administrator
Elaine Nauert

Assistant Public Defender
Mary Elizabeth Conn
Anna Maria Jimenez
Edward Ray Keith, Jr.
Keri Mallon
Anthony C. Odiorne
Maxwell C. Peck III
Dennis R. Reeves
Thomas J. "Jay" Wooten
John E. Wright

Senior Investigator
Albert Miraval

Investigator
Kirk D. Noaker, Sr.
Rudy O'Brien
Juan Raul "JR" Soto

Mitigator
Robin Buggs
Carol Camp
Robert Cowie
Ricardo Jimenez
Kama Lawrence
Sarah Molzow
Roel Perez
Joanna Petrov
Joseph Ward

Legal Assistant
Berenice De Leon
Sherri Griffith
Twylana Harrison
Leticia Noel
Monica Quijano
Lindsey Wilson

To: Constitutional County Court Judges of the 1st and 8th Regions

Re: Interlocal Agreement/ Regional Public Defender for Capital Cases

Dear Judges:

INTRODUCTION

My name is Jack Stoffregen and I am the Chief of the Regional Public Defender for Capital Cases.

BRIEF HISTORY

This office was created to represent indigent defendants charged with capital offenses. As you are no doubt aware, the costs associated with providing a competent defense team are enormous. The reasoning behind the creation of this office, I believe, was to alleviate the financial burden on the participating counties while providing a defense team which is effective, ethical, and efficient. The Texas Indigent Defense Commission has provided significant funding to achieve these goals. I was hired on November 12, 2007, and this office has been accepting cases in the 7th and 9th Administrative Judicial Regions since January 1, 2008, cases in the 4th, 5th and 6th Administrative Judicial Regions since October 1, 2010 and cases in the 2nd and 3rd Administrative Judicial Regions since October 1, 2011. Currently 173 counties are participating in the program and the office has been appointed on 61 cases. The TIDC has recently approved grant funding to expand this program into your region.

SERVICES TO BE PROVIDED

Once the Interlocal Agreement has been signed, this office will begin accepting appointments in capital murder cases in your county on the latter of the date you sign the Interlocal Agreement or October 1, 2011. Your county's contribution is based on the population of your county combined with the number of capital cases you have averaged over a ten (10) year period. We will provide the defense attorneys, the fact investigator and the mitigation specialist at no costs to the participating county where the prosecution originated.

Our office is handling only capital murder cases, so the staff will be well-trained and competent. Grant funding will allow me to open two additional offices in the region above-outlined. I will also hire up to 10 additional attorneys, 10 mitigators, 7 investigator and 6 legal assistants to staff these offices.

YOUR PARTICIPATION

Attached hereto is an Interlocal Agreement which I would request you to present to your county commissioners. It outlines this program and also your participation. I am available to make a presentation to the commissioners at their convenience if that would be helpful. You may also call with any questions.

Sincerely,

Jack Stoffregen

JS:en

Attachment

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **HUNT COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

- 1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

The TIDC will provide funding to hire staff for the PD offices operating in the 1st and 8th Administrative Judicial Regions, as well as start-up costs for the during Fiscal Year 2013 (October 1, 2012-September 30, 2013).

Pursuant to continued funding thereafter, the TIDC is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100%, Year 2 of Region's inclusion – 100%, Year 3 of Region's inclusion – 80%, Year 4 of Region's inclusion – 60%, Year 5 of Region's inclusion – 40%, Year 6 of Region's inclusion – 0%). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2012 through 2017; however, the funding is not anticipated to be less than

detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute, during Year 1 of inclusion - 0%, Year 2 of inclusion - 30%, Year 3 of inclusion - 40%, Year 4 of inclusion - 60%, Year 5 of inclusion - 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county (50%) and the average number of capital murder cases filed over the past ten years (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The Oversight Board of the PD will develop a plan to share costs among the counties beyond the grant period; however, the PD's obligation to perform after the grant period is contingent upon receipt of continued funding.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable John L Horn
County Judge
Hunt County
2500 Lee Street
Greenville, Texas 75401

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

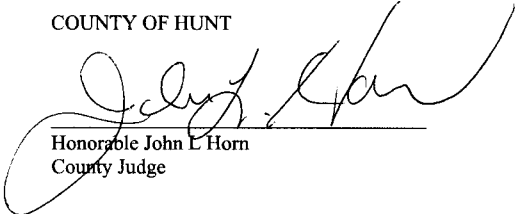
PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

SIGNED AND EXECUTED this 20 day of October, 2012.

COUNTY OF LUBBOCK

COUNTY OF HUNT

Honorable Thomas V. Head
County Judge

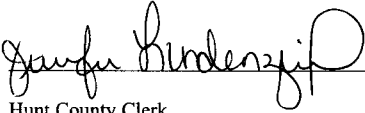


Honorable John L. Horn
County Judge

ATTEST:

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk



Jennifer Henderson
Hunt County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

12,458

Records Management & Records Archive

Written Plan

For the Year 2012/13

FILED FOR RECORD
at 11:30 o'clock A M
AUG 28 2012
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*



Office of Hunt County Clerk
Jennifer Lindenzweig

Laws

Fund 81 - Record Management LGC §118.0216

Sec. 118.0216 RECORDS MANAGEMENT AND PRESERVATION. – Each document Filed \$5.00 (a) The fee for "Records Management and Preservation" under Section 118.011 is for the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk. (d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account. (e) All expenditures from the records management and preservation account shall comply with Subchapter C, Chapter 262.

Sec 102.005 (f) Code of Criminal Procedures - A defendant convicted of an offense in a county court, a county court at law, or a district court shall pay a fee of \$25 for records management and preservation services performed by the county as required by Chapter 203, Local Government Code.

(1) \$22.50 to the county records management and preservation fund for records management and preservation, including automation, in various county offices; and

(2) \$2.50 to the records management and preservation fund of the clerk of the court for records management and preservation services performed by the clerk of the court.

(g) A fee deposited in accordance with Subsection (f) may be used only to provide funds for specific records management and preservation, including for automation purposes, on approval by the commissioners court of a budget as provided by Chapter 111, Local Government Code. (h) An expenditure from a records management and preservation fund must comply with Subchapter C, Chapter 262, Local Government Code.

Fund 88 - Records Archive LGC §118.025

Sec 118.025 Each document filed \$5.00 (b) the commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive. (d) The fee shall be deposited in a separate records archive account in the general fund of the county. (e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. (g) the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

Sec 118.025(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the County Clerk's Office. The notice must state the amount of the fee in the following form:

"THE COMMISSIONERS COURT OF HUNT COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$5.00 IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

#8870 COMMISSIONER COURT MINUTES Vol. 31 Pg 471	September 22, 2003
#9262 COMMISSIONER COURT MINUTES Vol. 32 Pg 307	October 11, 2004
#9598 COMMISSIONER COURT MINUTES Vol. 32 Pg 752	October 10, 2005
#10,796 COMMISSIONER COURT MINUTES Vol. 35 Pg 5	August 25, 2008
#11,872 COMMISSIONER COURT MINUTES Vol. 37 Pg 575	February 28, 2011
#12,099 COMMISSIONER COURT MINUTES	September 12, 2011

Archive Plan Fiscal Year 2012/13

Steps to Implement

- * Prepare Archive Plan
- * Newspaper Ad Ran 15 days prior to hearing
- * Public Hearing
- * Commissioner's Court Approval

Plan

We are continuing to work with Kofile Solutions, formally Safeguard Imaging, LLC and Tyler on completing internal checks on images, document numbers, scanning and indexing of approximately 95,610 handwritten documents, approximately 341,912 type documents and 1846-1966 Sovereignty land records indexing, daily indexing as documents are being uploaded into our system and the Quicklink System has now been added to our work stations and public terminals. We are working with Tyler and Kofile to fix missing documents from the conversion from ACS. We are currently working in house on indexing and scanning Commissioner Court minutes with attachments into the Tyler system from January 2010 forward as time permits.

Record Management 81-611-0300-2341

Quicklink imaging	balance forward	\$112,358.96
	Payment October 2011	<u>-\$112,358.96</u>
	Balance due	\$ -0-

Clerk Archive 88-611-0300-2341

Backfile indexing	Balance forward	\$559,300.00
	Payment February 2012	<u>-\$ 73,867.75</u>
	Balance due	\$485,432.25

Summary

The County Clerk's office has taken advantage of preserving and maintaining documents with the use of the records management and archive fee. These fees are dedicated to that task. The vast majority of the permanent records in the County Clerk's office were paper based and used on a daily basis by the public making them vulnerable to loss by theft, wear and tear.

These records are preserved by adding the records management and archive fee to cover the cost of scanning and indexing the paper-based documents without additional cost to the County. In addition to preserving the documents, the images are added to our existing system which improves customer service and disaster recovery.

Revenue collected and not expended in the fiscal year will be carried forward and used toward outstanding balances on the current projects. We will then re-assess and prioritize what records and/or documents need to be completed on future projects and obtain new pricing information to achieve those projects, as needed.

12,459

Lakes Regional MHMR Center
 Utilization of County Funds for Substance Abuse Services in Hunt County
 3rd Quarter Report
 March 2012 – May 2012

FILED FOR RECORD
 at 11:52 o'clock
 AUG 28 2012
 By JENNIFER LINDENZWEIG
 Clerk of the Hunt County, Tex.
 2012

Lakes Regional Substance Abuse Services	3rd QTR # Clients Served	Hours of Service	Comment
Screening and Evaluation	86	5	Assessment is required for entry into education classes programs.

Self-Pay Education Classes:

<ul style="list-style-type: none"> DWI Education Class 	31	12.5	Clients are referred from probation and pay total cost of class. Most classes require a minimum number of 10 to be cost effective.
<ul style="list-style-type: none"> Drug Offender Education Class 	23	15.5	
<ul style="list-style-type: none"> Repeat Offender DWI 	29	45	
<ul style="list-style-type: none"> Minors in Possession 	0	6.5	

Lakes Hunt County Supported Indigent Counseling and Treatment Services

County Funds support approximately 30% of the cost of these treatment services. They are used to start services immediately while alternative funding is sought – (i.e. NorthSTAR). County funding supports ongoing services for those individuals not eligible for NorthSTAR funding. For the new year county funding will help support our new program for children and adolescents. Family and client fees are also set to augment low payment rates from NorthSTAR and other payors.

Substance Abuse Counseling Program	3rd QTR # Clients Served	Hours of Service	Comment
Intake Evaluation	23	2.5	Majority of referrals come from probation and self-referral Intake is required to assess eligibility for other services below.
Supportive Outpatient Program – Adults	19	3 per week	Classes are last 90 days and groups have a minimum of 3 clients.
Intensive Outpatient Program – Adults	70	9 per week	More intensive classes for which few clients qualify or are authorized.



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN TEXAS 78773-0001
512/424-2600



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A CYNTHIA LEON

12,461

August 3, 2012

HUNT COUNTY COURT
2500 LEE ST
GREENVILLE TX 75401

FILED FOR RECORD
at 11:30 o'clock
AUG 28 2012
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex

Dear Court Administrator:

You currently have a contract for the Failure To Appear Program offered by the Driver License Division under Transportation Code Chapter 706.

During the 82nd Legislative Session, Section 706.005 was amended to require courts to immediately notify us when no cause exists to continue to deny renewal of a person's driver license. Under the existing contract, courts are required to report compliance within 5 business days.

To continue this contract, your court must complete and submit the enclosed amended contract. Please complete all of the appropriate entries on the contract, and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.) within 45 days of the receipt of this letter.

Only 1 original signed contract should be submitted for each political subdivision; if you require a final copy for your records, please indicate so when you return the document. Signed contracts must be returned to:

**Texas Department of Public Safety
Attn: Enforcement and Compliance Service
P.O. Box 4087
Austin, Texas 78773-0320**

After the contract has been returned, it will be processed for approval. Any changes made to this contract by the political subdivision will result in the rejection of the contract. Should you have further questions, please contact a Customer Service Representative at 512-424-5727.

Respectfully,

Manager
Enforcement and Compliance Service

RH: tfp

Enclosure

Interlocal Cooperation Contract

STATE OF TEXAS

§
§
§

COUNTY OF Hunt

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 County of Hunt, 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 judgment 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.

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 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 judgment 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 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 instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment 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 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 as required by law;
- (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 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 immediately from 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 immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately 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 judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment 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 judgment 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 the 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 corporation organized and incorporated 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 Mo Pac Expressway, 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 written consent.

To the extent authorized by law, the local political subdivision City 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 City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment 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 Contract 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 Contract. But, in making proof of this Contract, 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 Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision
The County of Hunt
County Courthouse
2500 Lee St, 2nd Floor
Greenville, TX 75401

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5311 [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**

Sheri Gipson
Sheri Gipson
Deputy Administrator

10-23-12
Date

LOCAL POLITICAL SUBDIVISION*

[Signature]
Authorized Signature

Hunt County
Title

8-28-2012
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 date.

12,462

**Delores Shelton, CIO, CCT
Hunt County Treasurer**

FY 11: Monthly Report, July 2012

FILED FOR RECORD
at 11:30 o'clock A M
AUG 28 2012
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
Jennifer Lindenzweig

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$13,677,792.04**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 28 day of August, 2012.

Delores Shelton
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

John L. Horn
John L. Horn, Hunt County Judge

Kenneth D. Thornton
Kenneth Thornton, Commissioner, Pct #1

Jay Atkins
Jay Atkins, Commissioner, Pct 2

Larry Middlebrooks
Larry Middlebrooks, Commissioner, Pct #3

Jim Latham
Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report
July 2012**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	382,990.64	1,034,369.01	-2,186,866.00	1,100,000.00	330,493.65
10-Chase Investment	6,222,026.57	816.33	0.00	0.00	6,222,842.90
10-TexPool Investment	2,145,554.17	155.87	0.00	-1,100,000.00	1,045,710.04
10-TexStar Investment	616,186.04	71.13	0.00	0.00	616,257.17
10-InWood Nat'l Bank CD	542,227.82	444.45	0.00	0.00	542,672.27
10-TexPool Investment,Jail	580,603.11	64.89	0.00	0.00	580,668.00
10-General Fund Totals:	10,489,588.35	1,035,921.68	-2,186,866.00	0.00	9,338,644.03
20-Law Library	24,429.67	3,479.94	-7,186.53		20,723.08
21-R&B #1	21,194.00	49,291.85	-143,970.54	90,000.00	16,515.31
21-R&B #1, TexPool Invest.	492,341.97	48.45	0.00	-90,000.00	402,390.42
21-R&B #1 Fund Totals:	513,535.97	49,340.30	-143,970.54	0.00	418,905.73
22-R&B #2	23,838.31	47,517.28	-165,027.62	110,000.00	16,327.97
22-R&B #2, TexPool Invest.	660,409.92	65.40	0.00	-110,000.00	550,475.32
22-R&B #2 Fund Totals:	684,248.23	47,582.68	-165,027.62	0.00	566,803.29
23-R&B #3	29,384.33	53,934.06	-138,054.10	70,000.00	15,264.29
23-R&B #3, TexPool Invest	517,592.91	51.53	0.00	-70,000.00	447,644.44
23-R&B #3 Fund Totals:	546,977.24	53,985.59	-138,054.10	0.00	462,908.73
24-R&B #4	20,596.49	47,994.48	-159,284.29	60,000.00	-30,693.32
24-R&B #4, TexPool Invest	405,948.12	39.98	0.00	-60,000.00	345,988.10
24-R&B #4 Fund Totals:	426,544.61	48,034.46	-159,284.29	0.00	315,294.78
25-Health Private	48,351.25	7,809.00	-5,682.29		50,477.96
26-State Health Services	-100,174.86	43,071.30	-42,633.32		-99,736.88
27-Hunt County Grants	42,145.73	11,956.79	-57,673.80		-3,571.28
68-JP, DDC Fee Fund	124,203.76	1,011.40	-263.10		124,952.06
71-DC Record Management	18,818.84	349.24	-548.05		18,620.03
70-Voter Admin 19	0.00	0.00	-688.50		-688.50
74-Elections Special	31,961.39	0.00	-32.44		31,928.95
75-CA-DWI	3,293.89	313.49	0.00		3,607.38
81-CC Rec Mgt Preservation	71,347.69	9,810.08	-2,089.00	0.00	79,068.77
81-CC Rec Mgt Pr. TexPool	55,284.13	6.21		0.00	55,290.34
81-CC RMP Fund Totals:	126,631.82	9,816.29	-2,089.00	0.00	134,359.11
82-Courthouse Security	51,057.61	2,382.52	-1,853.74		51,586.39
83-Justice Court Sec.	413,928.91	2,132.02	-622.85		415,438.08

**Hunt County Treasurer
Monthly Report
July 2012**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	18,699.00	450.00	0.00		19,149.00
85-Co & District Court Techn	4,757.18	204.32	0.00		4,961.50
86-County Record Preserval	36,994.30	980.00	0.00		37,974.30
87-Justice Court Technolog	190,457.94	2,145.75	-3,709.75		188,893.94
88-County Clerk Archive	32,145.56	6,630.00	0.00		38,775.56
89-County Record Mgt Pres	35,932.87	2,226.17	-884.09		37,274.95
91-LEOSE	22,159.97	0.00	0.00		22,159.97
95-Juv Prob. Center Fund	679,910.72	120,981.04	-119,802.26		681,089.50
96-Juv Prob "A-Z" Grant	114,741.23	70,571.44	-95,356.13		89,956.54
97-Juv Prob Title IV E Fund	3,084.35	73.61	-227.45		2,930.51
97-Juv Prob Title IV Texpoo	17,761.48	2.01	0.00		17,763.49
97-Juv Prob Fund Totals:	20,845.83	75.62	-227.45		20,694.00
50-Debt Service (I&S)	335,559.67	13,556.92	-8,493.64	0.00	340,622.95
50-Debt Service TexPool Inv	282,045.04	31.53	0.00	0.00	282,076.57
50-Debt Service Fund Totals	617,604.71	13,588.45	-8,493.64		622,699.52
61-Right of Way	246.79	0.00	0.00		246.79
61-Right of Way, TexPool In	63,656.45	7.08	0.00	0.00	63,663.53
61-Right of Way Fund Totals	63,903.24	7.08	0.00		63,910.32
Total of Funds:	15,283,694.96	1,535,046.57	-3,140,949.49	0.00	13,677,792.04

HUNT COUNTY DEBT: Ending Balance, May 2012

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	6,805,000.00	0.00	6,805,000.00	09/30/2019
Reserve Compter Upgrade '08	38,170.76	-2,501.07	35,669.69	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	186,144.22	-22,499.33	163,644.89	05/14/2014
Totals:	7,346,506.81	-25,000.40	7,321,506.41	

Debt balance does not reflect interest due for balance of debt.

Monthly Interest Rates:

			TexPool	Tex Star	Chase	InWood-CD
2012						
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May			0.1246%	0.1273%		
June			0.1395%	0.1379%	0.1500%	1.0000%
July			0.1300%	0.1359%	0.1500%	1.0000%
August						
September						
October						
November						
December						
Average Rate:			0.1140%	0.1164%	0.1500%	1.0000%

Monthly Interest Rates:

			TexPool	Tex Star	Chase	InWood-CD
2011						
January			0.1587%	0.1637%	0.2200%	1.6500%
February			0.1470%	0.1476%	0.2100%	1.6500%
March			0.1461%	0.1408%	0.2000%	1.6500%
April			0.1122%	0.1108%	0.2000%	1.6500%
May			0.0838%	0.0863%	0.2000%	1.6500%
June			0.0793%	0.0889%	0.2000%	1.6500%
July			0.0665%	0.0746%	0.2000%	1.6500%
August			0.0851%	0.0940%	0.2000%	1.6500%
September			0.0929%	0.0906%	0.1700%	1.6500%
October			0.0839%	0.0807%	0.1700%	1.6500%
November			0.1080%	0.0973%	0.1700%	1.0000%
December			0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:			0.1645%	0.0995%	0.1925%	1.5417%

12, 2/63 (1)

R-09 Service Agreement Renewal Notice



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: August 13, 2012

CUSTOMER NAME: Hunt County

LOCATION: 2500 Lee Street
Greenville, TX 75401

PROJECT TYPE: Hunt County VINE Service

ORIGINAL SERVICE AGREEMENT DATE: March 17, 2004

SERVICE AGREEMENT RENEWAL DATE: September 1, 2012

SERVICE AGREEMENT RENEWAL TERM: 12 Months

NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2013

PROJECT PRICING: \$17,369 (Quarterly Amount \$4,342)

FILED FOR RECORD
at 11:30 a'clock A M
AUG 28 2012
By JENNIFER LINDENZWEIG
County Clerk Hunt County Tex.

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Renewal Notice includes a 5% decrease in the annual maintenance for FY 2013 statewide as described in section 4.3.6 of the Grant Contract from the Office of the Attorney General. The reimbursement process has also changed and the Office of the Attorney General will now reimburse Appriss on your behalf assuming the appropriate documentation is completed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-09 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Signature

08/13/2012
Date

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

Signature

8-28-2012
Date

Hunt County Justice
Title Name

**Exhibit R-09 Maintenance Renewal
Automated Victim Notification Services
Hunt County**



10401 Linn Station Road
Louisville, KY 40223-0842
502-561-8463 800-816-0491
www.appriss.com

Category: Pilot - Medium

Subject to the terms and conditions included in the Agreement, this **Exhibit R-09 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.6 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2013.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (3 months)	# of Months Through 8/31/13	Total Maintenance Amount Due
\$14,786	\$2,583	\$17,369	\$4,342	12 Months	\$17,369

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees"¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

#12,463(1)

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HUNT COUNTY**

11:36
AUG 2 2012
J. Anderson

OAG Contract No. 1336999

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Hunt County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011. The OAG exercised its option to extend and extended the term until August 31, 2012. In July 2012, the OAG extended the term again until August 31, 2013; however, that extension modified the existing pricing model and methodology in reimbursing entities for eligible expenses. The Vendor Certification includes a "Detail of Services", containing a detailed description of services to be provided by the Certified Vendor as well as the Pricing Model, as modified, all comprising the "Vendor Certification Documents." The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on September 1, 2012, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2013.

2.2 Option to Extend Term. This contract may be extended for an additional term by a written amendment executed with the same formalities as this contract. Extending the term does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a “Services Agreement,” a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the

Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems

that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness; allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.6. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2013, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – “timely” means on or before May 31, 2013; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Submission of Requests for Reimbursement to the OAG. THE GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO THE TERMS OF THE OAG’S NOTICE OF “SECOND EXTENSION OF VENDOR CERTIFICATION” DATED JUNE 20, 2012.

4.3.6 THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

4.3.6.1 GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. **GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

4.3.6.2 Any contractual rights, duties or liabilities between the Certified Vendor and the

GRANTEE, (that exist under a "Services Agreement" or other contract between Certified Vendor and the GRANTEE), are not intended to be affected or changed by this contract between the OAG and GRANTEE.

- 4.3.6.3 The Certified Vendor will send its "Service Agreement Renewal Notice" and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2012. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- 4.3.6.4 GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2013 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.
- 4.3.6.5 The OAG will reimburse the Certified Vendor for the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.
- 4.3.6.6 The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.
- 4.3.6.7 The OAG will process payments to the Certified Vendor each quarter during FY2013 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.
- 4.3.6.8 If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will initiate an additional payment to Certified Vendor after the required documentation is received by the OAG. For these late submissions, the OAG will process a payment for the documents received by the 5th of each additional month. The payment will be generated no later than the 30th day after the 5th day of the month.
- 4.3.6.9 If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of each quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be

responsible for collection efforts on behalf of the Certified Vendor.

4.3.7 Close-Out Invoice. GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.8 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.9 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or

liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all

contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov.

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General

Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state

laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If

GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas.

This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits. This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

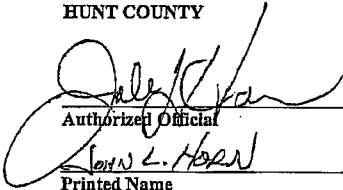
12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY
GENERAL



Attorney General or designee
Don Clemmer
Deputy Attorney General for Criminal Justice
Printed Name

HUNT COUNTY



Authorized Official
[Signature]
Printed Name

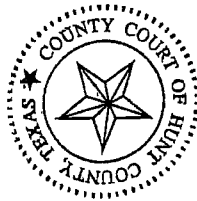


EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HUNT COUNTY**

OAG Contract No. 1336999

Population Size: Medium

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

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$14,786	\$2,583	12	\$17,369

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HUNT COUNTY

OAG Contract No. 1336999

OAG CERTIFICATIONS AND ASSURANCES

**A. The Uniform Grant Management Standards (“UGMS”), Part III, Section ____ .14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been

identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

#12,464

**Hunt County Commissioners' Court Proclamation
Honoring Texas AgriLife Extension Services
100 Year Anniversary of the Family and Consumer Science Program**

FILED FOR RECORD
at 11:38 o'clock A.M.
AUG 26 2012
JENNIFER LINDENWEIG
County Clerk, Hunt County, TX
By: [Signature]

Whereas, 2012 marks the 100 year anniversary of the Family and Consumer Science Program through the Texas AgriLife Extension Service; and

Whereas, educational pioneers like Edna Westbrook Trigg, who was hired in 1912 to bring hands-on instruction to people who otherwise would have had little or no access to it; and

Whereas, Home Demonstration Agents started clubs across Texas to involve more women in bringing household-related skills and information primarily to rural families; and

Whereas, through the first half of the 20th century, these home demonstration agents went to homes throughout rural Texas and provided practical demonstration and advice on vegetable gardening, canning, sewing, cooking, household management, family health, poultry-raising and other aspects of daily life; and

Whereas, AgriLife Extension is an educational outreach agency of The Texas A&M University System. Today the agency and other system entities have hundreds of professionals and paraprofessionals who have followed in Trigg's footsteps and now serve hundreds of thousands of Texas residents each year; and

Whereas, Mary Sue Cole is the current Family and Consumer Science Agent for Hunt County and through her hard work and dedication has created many new programs and demonstrations for the citizens of Hunt County.

Now therefore, be it proclaimed that the Hunt County Commissioners' Court does hereby honor the 100th Anniversary of the Family and Consumer Science Program in the year 2012 and thanks our past and current Hunt County Agents for their many years of continuing service to the citizens of Hunt County.

Signed and approved this 28nd day of August, 2012.

[Signature of John Horn]

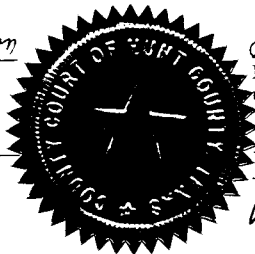
John Horn
County Judge

[Signature of Kenneth Thornton]

Kenneth Thornton
Commissioner Pct. 1

[Signature of Jay Atkins]

Jay Atkins
Commissioner Pct. 2



[Signature of Larry Middlebrooks]

Larry Middlebrooks
Commissioner Pct. 3

[Signature of Jifi Latham]

Jifi Latham
Commissioner Pct. 4

12,467

INTERLOCAL COOPERATION AGREEMENT

at 11:30 o'clock
FILED FOR RECORD
AUG 28 2012
BY SHERIFF J. INDENZWEIG
HUNT COUNTY, TEX.

This agreement is made by and entered into between Hunt County, Texas (hereinafter "Hunt County") and Hopkins County, Texas (hereinafter "Hopkins County") on the date indicated below.

WHEREAS, Hopkins County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Hunt County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413 (32c), Tex. Rev. Civ. Stat.) and

WHEREAS, Hopkins County and Hunt County desire to enter into an agreement pursuant to which Hunt County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Hopkins County Jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01.1 HOUSING AND CARE OF INMATES: Hunt County agrees to accept and provide for the secure custody, care and safekeeping of inmates of Hopkins County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Hunt County shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own jail subject to the term and conditions of this agreement.

1.01.2 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of Hunt County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care and does not include the costs associated with any hospitalization of an inmate. Hopkins County shall pay Hunt County an amount equal to the amount Hunt County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Hunt County shall contact Hopkins County through its Sheriff or designated representative, as soon as possible to inform Hopkins County of the fact that the inmate has been, or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

Hunt County shall submit invoices for such medical services along with its regular monthly billing for detention services and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours or the cost of any medical care or hospitalization is to exceed \$2,000.00, Hopkins County has the right to arrange for the hospital or health care provider to bill Hopkins County directly or the costs of the hospitalization and/or medical care, rather than Hunt County paying the costs and billing the same to Hopkins County. If the hospital or health care provider refuses to bill Hopkins County directly, Hopkins County shall reimburse Hunt County for such costs within forty-five (45) business days of receipt of an invoice from Hunt County, therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.01.3 MEDICAL INFORMATION: Hopkins County shall provide Hunt County with medical information for all inmates sought to be transferred to Hunt County's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.01.4 TRANSPORTATION AND OFF-SITE SECURITY: Hopkins County is responsible for the transportation of its inmates to Hunt County's facility. Hopkins County is responsible for the transportation of inmates to Hopkins County's facility. Hunt County agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of Hopkins County. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to Hopkins County by Hunt County.

Hunt County will provide stationary guard services as requested or required by the circumstances, policy and procedures of Hunt County or by law for inmates admitted or committed to a local off-site medical facility. Hopkins County shall compensate Hunt County for the actual cost of said guard services, which shall be billed by Hunt County along with the regular monthly billing for detention services.

Hopkins County shall be responsible for the transportation of its inmates to and from court proceedings and hearings.

Hopkins County is responsible for the transport of its inmates from Hunt County's facility to the Texas Department of Criminal Justice, Institutional Division.

1.01.5 SPECIAL PROGRAMS: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.01.6 LOCATION AND OPERATION OF FACILITY: Hunt County shall provide the detention services described herein at the Hunt County Detention Center in Greenville, Texas.

ARTICLE II

FINANCIAL PROVISIONS

2.01.1 PER DIEM RATE: The per diem rate for detention services under this agreement is thirty-seven dollars (\$37.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that Hopkins County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Hunt County will bill for the day of arrival, but not for the day of departure.

2.01.2 BILLING PROCEDURE: Hunt County shall submit an itemized invoice for the services provided each month to Hopkins County, in arrears, invoices will be submitted to the officer of Hopkins County designated to receive the same on behalf of Hopkins County. Hopkins County shall make payment to Hunt County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Hunt County, Texas and shall be remitted to:

Hunt County Sheriff's Office
2801 Stuart St.
Greenville, TX 75401

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of Hopkins County under this agreement. Hopkins County further agrees that Hunt County be entitled to recover its reasonable and necessary attorney's fees and costs in collection of amounts due under this agreement.

ARTICLE III

TERMS OF AGREEMENT

3.01.1 PRIMARY TERM: The primary term of this agreement is for the period of one (1) year from the date of execution of this agreement by both parties.

3.01.2 RENEWALS: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The term, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the commissioners courts of the respective parties.

3.01.3 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.01.2. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by Hunt County impracticable or impossible, such as severe damage to or destruction of the facility of actions by governmental or judicial entities which create a legal barrier to the acceptance of any Hopkins County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01.1 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Hunt County to house Hopkins County's inmates where the housing of said inmates will, in the opinion of the Hunt County Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Hunt County Sheriff determines that a condition exists at the Hunt County facility necessitating the removal of Hopkins County inmates, or any specified number thereof, Hopkins County shall, upon notice by the Hunt County Sheriff to the Sheriff of Hopkins County, immediately (within eight (8) hours) remove said inmate from the facility.

4.01.2 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of Hopkins County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment in place at Hopkins County's jail and pursuant to the custody assessment system in place at the Hunt County facility.

All inmates proposed by Hopkins County to be transferred to Hunt County under this agreement must meet the eligibility requirements set forth above. Hunt County reserves the right to review the inmates' classification/eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Hunt County's facility, Hunt County reserves the right to demand that Hopkins County remove that inmate and replace said inmate with a non-high risk inmate of Hopkins County.

4.01.3 RESERVATION WITH REGARD TO ACCEPTANCE OF CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Hunt County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Hunt County facility and Hopkins County shall cooperate with and provide information requested regarding any inmate by the Hunt County Sheriff. Hunt County reserves the right to refuse any acceptance of any prisoner of Hopkins County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of any adverse changes reasonable concern to the Hunt County Sheriff, Hopkins County will be requested to remove said inmate from the facility and shall do so immediately (within eight (8) hours) upon the request of the Hunt County Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.01.4 INMATE SENTENCES: Hunt County shall not be in charge of or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and recordkeeping shall continue to be the responsibility of Hopkins County. It shall be the responsibility of Hopkins County to notify Hunt County of any discharge date for an inmate at least ten (10) days before such date. Hunt County will release inmates of Hopkins County only when such release is specifically requested in writing by the Sheriff of Hopkins County.

However, it is agreed that the preferred usual course of dealing between the parties shall be for Hopkins County to return inmates to Hopkins County facility shortly before their discharge date and for Hopkins County to discharge the inmate from its own facility. Hopkins County accepts all responsibility for the calculations and determinations set forth above and for giving Hunt County notice of same, and to the extent allowed by law, shall indemnify and hold Hunt County harmless for all liability of expenses of any kind arising there from. Hopkins County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

5.01.1 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.01.2 NOTICE: All notices, demand or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To contractor: Hunt County
 Attn: Hunt County Judge
 Hunt County Courthouse
 Greenville, Texas

To County: Hopkins County
 Attn: Hopkins County Judge
 P.O. Box 288
 Sulphur Springs, TX 75482

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.01.3 AMENDMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.01.4 PRIOR AGREEMENTS: This agreement contains all of the agreement and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.01.5 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Greenville, Hunt County, Texas and venue of any dispute or matter arising under this agreement shall lie in a district court of Hunt County, Texas,

5.01.6 APPROVALS: This agreement must be approved by the Commissioner's Court of Hopkins County and the Commissioner's Court of Hunt County in accordance with the Interlocal Cooperation Act.

5.01.7 FUNDING SOURCE: Hopkins County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Hopkins County Auditor below certifies that there are sufficient funds from current revenues available to Hopkins County to meet its obligation under this agreement.

Signature and Execution:

HOPKINS COUNTY, TEXAS

By: [Signature]
Hopkins County Judge (As authorized and approved by the Hopkins County Commissioner's Court by order dated _____)

Date Signed: 9/10/12

[Signature]
Hopkins County Auditor

[Signature]
Hopkins County Sheriff

Date Approved: 09-05-2012

ATTEST:
[Signature]
Hopkins County Clerk

HUNT COUNTY, TEXAS

By: [Signature]
Hunt County Judge (As authorized and approved by the Hunt County Commissioner's Court by order dated _____)

Date Signed: 8-29-2012

[Signature]
Hunt County Sheriff

Date Approved: 8-29-12

ATTEST:
[Signature]
Hunt County Clerk