

#12,534

FILED FOR RECORD
at 10:35 AM

NOV 13 2012

JENNIFER LINDENZWEIG
County Clerk, Tarrant County, TX
By *[Signature]*

Item Info

Asset Number 48-2-1081-45-002
NSN Group Code 2320 - TRUCKS AND TRUCK TRACTORS, WHEELED (2320)
Description TRUCK TRACTOR
Manufacturer FREIGHTLINER
Model M915A4
Model Year 1999
Quantity 1
UoM each
Service Charge ~~\$7,500.00~~ 5,000.00 (per Manly Hopper @ tpc - state of tx)
Surplus Location FORT WORTH - YARD
Notes 1 18532 MILES
Notes 2

San Antonio (210) 661-2381
Fort Worth (817) 831-6767
Austin (512) 475-3705

Contact is responsible to pick up the asset at the location listed above.



100_1505.JPG



100_1507.JPG



100_1508.JPG



100_1506.JPG



100_1509.JPG

12,535

2013 Hunt County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

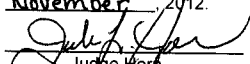
WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hunt County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hunt County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

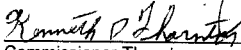
NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Office for this grant.


Adopted this 13 day of November, 2012.



Judge Horn



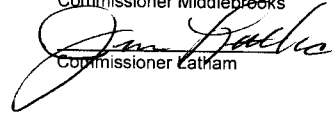
Commissioner Thornton



Commissioner Middlebrooks

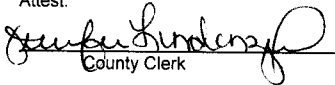
absent

Commissioner Atkins



Commissioner Katram

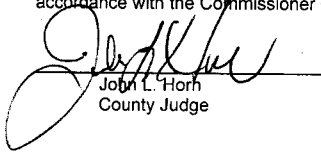
Attest:



County Clerk

Internet Submission Form

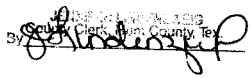
After submitting the formula grant application on-line, the following Internet submission confirmation number was received #201211620111017. This grant application submission was in accordance with the Commissioner Court Resolution above.



John L. Horn
County Judge

FILED FOR RECORD
at 11:10 o'clock A. M

NOV 13 2012

By 

County Clerk, Hunt County, Tex



Pitney Bowes SALES AGREEMENT / EQUIPMENT & SOFTWARE MAINTENANCE AGREEMENT

Your Business Information

Customer PO #	10/26/2012	Date Prepared	Maintenance Agreement #
HUNT COUNTY TAX OFFICE			
Customer Name		Tax ID # (FEIN/TIN)	
PO BOX 1042	GREENVILLE	TX	75403-1097
Billing Address: Street	City	State	Zip+4
Contact Name	Contact Phone #	21873223867	
2500 STONEWALL	GREENVILLE	TX	75401-4209
Installation Address (If different than billing address) : Street	City	State	Zip+4
		19609563861	
		Location ID #	

Please note any special billing requirements here

Your Business Needs

Qty	Item	Program ID	Description	Unit Price	Discount/Trade-in allowance	Net Price	Annual Maintenance Cost Equipment* Software		
1	DLA2	STANDARD	DL200 Letter Opener	\$2,515.00	\$0.00	\$2,515.00	\$252.00	\$0.00	
Requested Installation Date							*90 day standard Equipment warranty		
						TOTAL**	\$2,515.00	\$252.00	\$0.00

*Plus applicable taxes which will be applied at time of billing

#12,542
FILED FOR RECORD
at 11:12 o'clock A M

NOV 13 2012

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: *[Signature]*

Your Service Option(s)

<input checked="" type="checkbox"/>	Equipment Maintenance	<input type="checkbox"/>	Software Maintenance
Tier 1 - Provides repair and maintenance service for equipment ('Standard SLA')			

Tax Exempt

- () State () County () City
() Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required

Your Signature

You agree to be bound by all the terms and conditions of this Agreement, including those located in the Pitney Bowes Terms (Version 3/12), which are available at www.pb.com/terms and are incorporated by reference. You agree to be bound by your obligation to pay the amounts on this Order. Charges payable under this Agreement will be billed: (1) if you qualify for a Purchase Power® account, through that account, subject to the terms and conditions of that account; and (2) if you do not qualify for a Purchase Power account, directly under this Agreement in accordance with its terms and conditions. Your signature constitutes an acknowledgment that you have read and agree to all the terms and conditions and that you are authorized to sign this Agreement.

Customer Signature: *[Signature]* Date: November 13, 2012 Print Name: John L. Horn Title: Hunt County Judge

Sales Information

D. Hummingbird Scarbrough	110493	059
Rep Name 1	Rep #	District #
Rep Name 2	Rep #	District #

Pick Up Instructions

Demos Trade Ins

Item	S/N	Item	S/N	Item	S/N	Item	S/N
1.		3.		5.		7.	
2.		4.		6.		8.	

Special Instructions

#12,535

FILED FOR RECORD
at 9:00 o'clock A M

OCT 02 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By [Signature]

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 23 day of October, 2012.

COUNTY OF LUBBOCK

COUNTY OF HUNT

Thomas V. Head
Honorable Thomas V. Head
County Judge 9-26-13

John L. Horn
Honorable John L. Horn
County Judge

ATTEST:

ATTEST:

Kelly Pinion
Honorable Kelly Pinion
Lubbock County Clerk

Janice Henderson
Hunt County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Stone
Jack Stone
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

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

County	Region	2008 Pop Est	% Total Pop	Cases	Yearly Avg	% Total	Yearly Avg					
							Cases	Year 1 (0%)	Year 2 (30%)	Year 3 (40%)	Year 4 (60%)	Year 5 (80%)
Anderson	1st	56,396	0.80355%	2.1	1.75000%	\$0	\$28,193	\$37,590	\$56,385	\$75,180	\$93,976	
Archer	8th	9,172	0.13069%	0	0.00000%	\$0	\$1,443	\$1,924	\$2,886	\$3,848	\$4,810	
Bowie	1st	93,295	1.32931%	2.3	1.91667%	\$0	\$35,837	\$47,783	\$71,675	\$95,566	\$119,458	
Camp	1st	12,825	0.18274%	0	0.00000%	\$0	\$2,018	\$2,690	\$4,035	\$5,380	\$6,725	
Cass	1st	30,515	0.43479%	0.4	0.33333%	\$0	\$8,481	\$11,307	\$16,961	\$22,615	\$28,268	
Cherokee	1st	49,079	0.69930%	1.1	0.91667%	\$0	\$17,841	\$23,788	\$35,682	\$47,576	\$59,471	
Clay	8th	11,065	0.15766%	0.2	0.25000%	\$0	\$3,582	\$4,776	\$7,165	\$9,553	\$11,941	
Cooke	8th	40,176	0.57244%	1.2	1.00000%	\$0	\$17,361	\$23,148	\$34,721	\$46,295	\$57,869	
Delta	1st	5,383	0.07670%	0.1	0.08333%	\$0	\$1,767	\$2,356	\$3,534	\$4,712	\$5,889	
Eastland	8th	18,253	0.26008%	0.1	0.08333%	\$0	\$3,791	\$5,055	\$7,583	\$10,110	\$12,638	
Ellis	1st	144,391	2.05734%	1.5	1.25000%	\$0	\$36,515	\$48,687	\$73,030	\$97,373	\$121,716	
Erath	8th	35,581	0.50697%	1.1	1.66667%	\$0	\$15,794	\$21,059	\$31,589	\$42,118	\$52,648	
Fannin	1st	34,578	0.49268%	0.5	0.41667%	\$0	\$10,040	\$13,386	\$20,079	\$26,773	\$33,466	
Franklin	1st	10,762	0.15334%	0.7	0.66667%	\$0	\$8,139	\$10,852	\$16,277	\$21,703	\$27,129	
Grayson	1st	118,713	1.69147%	1.6	1.33333%	\$0	\$33,396	\$44,527	\$66,791	\$89,055	\$111,318	
Gregg	1st	118,341	1.68617%	2.8	2.33333%	\$0	\$44,378	\$59,170	\$88,755	\$118,340	\$147,925	
Harrison	1st	64,285	0.91596%	3.4	2.83333%	\$0	\$41,394	\$55,192	\$82,789	\$110,385	\$137,981	
Henderson	1st	79,091	1.12692%	0.7	0.58333%	\$0	\$18,882	\$25,176	\$37,764	\$50,352	\$62,941	
Hood	8th	50,812	0.72399%	0.2	0.16667%	\$0	\$9,833	\$13,111	\$19,667	\$26,222	\$32,778	
Hopkins	1st	34,111	0.48603%	0.4	0.33333%	\$0	\$9,046	\$12,062	\$18,092	\$24,123	\$30,154	
Houston	1st	23,558	0.33566%	0.1	0.66667%	\$0	\$4,631	\$6,175	\$9,263	\$12,350	\$15,438	
Hunt	1st	84,035	1.19737%	2.1	1.75000%	\$0	\$32,541	\$43,387	\$65,081	\$86,775	\$108,469	
Jack	8th	8,837	0.12591%	0	0.00000%	\$0	\$1,390	\$1,854	\$2,780	\$3,707	\$4,634	
Johnson	8th	156,088	2.22401%	0.7	0.58333%	\$0	\$30,995	\$41,326	\$61,989	\$82,652	\$103,315	
Kaufman	1st	97,872	1.39452%	1.9	1.58333%	\$0	\$32,877	\$43,836	\$65,754	\$87,672	\$109,591	
Lamar	1st	49,859	0.71041%	1.5	1.25000%	\$0	\$21,644	\$28,859	\$43,288	\$57,717	\$72,147	
Marion	1st	10,621	0.15133%	0.3	0.25000%	\$0	\$4,431	\$5,908	\$8,862	\$11,816	\$14,770	
Montague	8th	19,802	0.28215%	0.3	0.25189%	\$0	\$5,896	\$7,861	\$11,792	\$15,723	\$19,654	
Morris	1st	13,168	0.18762%	0.2	0.16667%	\$0	\$3,912	\$5,215	\$7,823	\$10,431	\$13,039	
Nacogdoches	1st	62,671	0.89296%	1.6	1.33333%	\$0	\$24,580	\$32,773	\$49,159	\$65,545	\$81,932	
Palo Pinto	8th	27,960	0.39839%	1.7	1.41667%	\$0	\$20,039	\$26,719	\$40,078	\$53,438	\$66,797	
Panola	1st	23,375	0.33306%	0.6	0.50000%	\$0	\$9,197	\$12,263	\$18,395	\$24,526	\$30,658	

Parker	8th	110,167	1.56971%	0.2	0.16667%	\$0	\$19,171	\$25,561	\$38,341	\$51,121	\$63,902
Rains	1st	10,707	0.15256%	0.5	0.41667%	\$0	\$6,285	\$8,379	\$12,569	\$16,759	\$20,949
Red River	1st	13,678	0.19489%	0.1	1.67500%	\$0	\$3,075	\$4,100	\$6,150	\$8,200	\$10,249
Rockwall	1st	73,787	1.05135%	0	0.00000%	\$0	\$11,607	\$15,477	\$23,215	\$30,953	\$38,692
Rusk	1st	48,369	0.68918%	2.1	1.75000%	\$0	\$26,930	\$35,907	\$53,860	\$71,813	\$89,766
Shelby	1st	25,715	0.36640%	0.8	0.66667%	\$0	\$11,406	\$15,207	\$22,811	\$30,415	\$38,019
Smith	1st	198,775	2.83223%	5.1	4.25000%	\$0	\$78,192	\$104,256	\$156,384	\$208,511	\$260,639
Somervell	8th	8,131	0.11585%	0	0.00000%	\$0	\$1,279	\$1,705	\$2,558	\$3,411	\$4,264
Stephens	8th	9,754	0.13898%	0	0.08375%	\$0	\$1,534	\$2,046	\$3,069	\$4,092	\$5,115
Titus	1st	30,531	0.43502%	0.1	0.08333%	\$0	\$5,723	\$7,631	\$11,446	\$15,261	\$19,076
Upshur	1st	37,407	0.53299%	0.7	0.58333%	\$0	\$12,325	\$16,433	\$24,650	\$32,866	\$41,083
Van Zandt	1st	52,409	0.74675%	1.1	0.91667%	\$0	\$18,365	\$24,487	\$36,730	\$48,973	\$61,217
Wichita	8th	129,719	1.84829%	1.9	1.58333%	\$0	\$37,887	\$50,516	\$75,774	\$101,032	\$126,290
Wise	8th	58,234	0.82974%	0.2	0.16667%	\$0	\$11,001	\$14,668	\$22,002	\$29,336	\$36,670
Wood	1st	42,124	0.60020%	0.6	0.50000%	\$0	\$12,147	\$16,196	\$24,294	\$32,392	\$40,489
Young	8th	18,341	0.26133%	0.1	0.08333%	\$0	\$3,805	\$5,074	\$7,611	\$10,147	\$12,684

#12,543

at 11:10 AM

NOV 13 2012

JENNIFER LINDENZWEIG
By Clerk, Hunt County, TX



PROPOSAL/CONTRACT
DATE 10/29/12 NUMBER 20121029-D

October 29, 2012

Administrator Tammy Sherman
Hunt County Sheriff's Office
2801 Stuart Street
Greenville, TX 75401

RE: Door Replacement
Pages 1 through 3

Administrator Sherman:

I. SUMMARY

Integrity Steel Works, Inc. is pleased to present Proposal/Contract Letter #20121029-D to the Hunt County Sheriff's Office, Greenville, TX. This proposal establishes fixed pricing to supply and install; seven (7) new detention grade doors with all related hardware. This proposal/contract letter will serve as an agreement between parties once accepted by the Hunt County Sheriff's Office and or their duly authorized representative.

II. PROJECT SCOPE

Integrity Steel Works will proceed on this project as outlined in this Proposal/Contract. Integrity Steel Works excludes any work concerning the security electronics system and all other electrical work, as well as the intercom (when applicable). Integrity Steel Works, Inc. is not responsible for any finished paint or damage done to paint during lock repair and scheduled maintenance. The work will be done at the above listed facility's location. Summary of Work:

1. Remove Seven (7) Existing Detention Doors (**Disposal of Existing Doors by Facility**)
2. Supply and Install Seven (7) New 12 Gauge Hollow Metal Detention Doors
3. Supply and Install Seven (7) New PSH 10 Series Food Pass Door Locks
4. Supply and Install Fourteen (14) New PHS 735 FP Hinges
5. Supply and Install Three (3) New Paracentric Keys
6. Verify Proper Operation of All Doors and Locks
7. Advise Personnel of any Additional Deficiencies

Authorized Representative's Initials
Page 1 _____

Proposal/Contract # 20121029-D
Hunt County Jail
Page 1 of 3

III. COMPENSATION

Total cost of entire project work is **\$12,240.66**. (Material Cost and Installation.)

This price **does not** include the cost of any replacement parts that may be required once project has commenced. If replacement parts are necessary, a separate purchase order is required.

The signed acceptance and return of this Proposal/Contract for **\$12,240.66** is due to initiate scheduling and work. Contract amount is due upon completion of job. Any additional work outside this agreement will require a signed work order and invoiced separately.

IV. E-VERIFY PROGRAM

Integrity Steel Works, Inc. shall provide documentation to Hunt County Sheriff's Office if required evidencing that Integrity Steel Works, Inc. has enrolled in and is participating in the E-Verify program regarding eligibility status of all newly hired employees of Integrity Steel Works, Inc. Integrity Steel Works, Inc. is not required to verify the work eligibility status of newly hired employees if the E-Verify program no longer exists. Integrity Steel Works, Inc. does not knowingly employ any unauthorized alien.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other for incidental, consequential, indirect, special, or commercial loss damages arising out of obligations of performance under this Proposal/Contract. All liability of Integrity Steel Works under this project, as determined by law or otherwise, is limited to fees paid by Hunt County.

VI. INDEMNITY

Hunt County shall indemnify and hold harmless Integrity Steel Works and its officers, directors, and its employees in respect of any and all losses, claims, damages, or liabilities, joint or several to which Integrity Steel Works may become subject to under any statute, under common law, or otherwise arising out of, based upon, or in connection with any incident which may result in injury due to the abuse of the equipment, the misuse of the equipment, or negligence on the part of staff or inmates.

VII. WARRANTY

Integrity Steel Works warrants only the work done by Integrity Steel Works under this Proposal/Contract. Integrity Steel Works, for a period of 30 days, will repair / readjust any lock and or pertinent equipment that malfunction during this time. Replacement doors and parts are warranted under manufactures warranty for a period of one year. This warranty does not cover the repair / replacement of any equipment that is damaged or destroyed by the abuse, misuse, and or negligence by staff or inmates. All additional work will be billed separately.

Authorized Representative's Initials
Page 2 _____

Proposal/Contract # 20121029-D
Hunt County Jail
Page 2 of 3

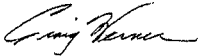
VIII. ARBITRATION/MEDIATION

The parties agree to submit any dispute arising under this contract to the Texas Association of Mediators. Mediation to take place in Tyler, Texas, Smith County. In the event the parties are unable to agree on a mediator, the Texas Association of Mediators will choose the mediator

IX. PROPOSAL/CONTRACT ACCEPTANCE

Due to the volatile nature of material pricing Integrity Steel Works, Inc. can only honor this proposal/contract for 30 days. By signing below, the parties agree to the terms as stated in Proposal/Contract #20121016-D as the terms of the contract for this project. Hunt County may initiate this project by the execution of this contract Proposal/Contract by an authorized representative and return of the document to Integrity Steel Works, Inc.

Thank you for this opportunity. We look forward to working with the Hunt County Sheriff's Office on this project.



Craig Werner, President
Integrity Steel Works, Inc.
3872 State Hwy 64 West, #205
Tyler, TX 75704
(903)852-2285 FAX (866) 469-1419
Proposal/Contract # 20121029-D, dated October 29, 2012
Accepted for Hunt County Sheriff's Office

Signature: 

Name (please print): John L. Horn

Title: Hunt County Judge

Date: November 13, 2012

Email: _____

Authorized Representative's Initials
Page 3 _____

Proposal/Contract # 20121029-D
Hunt County Jail
Page 3 of 3

#12,544

IC A
Schindler

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Hunt County, Greenville, Texas (the "Facility") having its principal address as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment, which has been estimated to be January 1st, 2013 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for five (5) years from the Cutover Date. This Agreement shall automatically renew for two (2) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, Facility shall immediately cease the use of any Equipment provided hereunder.
2. **Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** Facility shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to Facility.** ICS will install, operate and maintain Equipment at no charge to Facility. ICS will pay Facility the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to Facility on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to Facility as outlined on Exhibit D, attached hereto. Such Commissions shall be sent to the address designated by Facility or wired to an account designated in writing by Facility for such purpose.

Facility agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on Facility maintaining an average daily inmate population of not less than 300 with access to telephones materially consistent with industry practice.

7. Facility shall:

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to Facility's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of Texas shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Bexar County of Texas.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Facility hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The Facility represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. Risk of Loss. ICS shall relieve Facility of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Facility shall be responsible for any loss or damage to Equipment located on the premise caused by the gross negligence of Facility, its employees or others under Facility's supervision.

12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Facility shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Facility.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Warranty.** Subject to Facility's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Facility in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Facility shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As Facility's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Facility with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INTIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no

unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to Facility a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by Facility. Such license is specific to the Facility and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of Facility to Use the Enforcer[®] software will expire and terminate. Facility will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
 - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.ICS shall provide certificates evidencing the above coverage amounts upon request from Facility.
27. **Application to Similar Parties.** The parties acknowledge that certain counties within the same State as Facility (each an "Affiliated County") may wish to obtain equipment and related services substantially similar to the Equipment and related services set forth herein. ICS may, at no cost or obligation to Facility, enter into a definitive agreement with an Affiliated County and incorporate the terms and conditions of this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC



(Signature)

BRENDAN PHILBIN

(Printed Name)

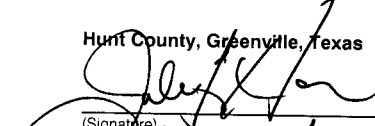
VICE PRESIDENT

(Title)

11-13-12

(Date)

Hunt County, Greenville, Texas



(Signature)

JASON HAWN

(Printed Name)

Hon. - County Judge

(Title)

11-17-12

(Date)

Exhibit A – Facility Addresses

Principle Business Address (used for all notices hereunder):

Hunt County
2801 Stuart Street
Greenville, Texas 75401

Service Locations:

<u>Location Name</u>	<u>Address</u>
Hunt County Detention Center	2801 Stuart Street Greenville, Texas 75401
Hunt County Detention Center Annex	2403 Crockett Street Greenville, Texas 75401

Equipment to be shipped to:

Hunt County Detention Center
2801 Stuart Street
Greenville, Texas 75401

Commissions to be paid to:

Hunt County
2801 Stuart Street
Greenville, Texas 75401

Exhibit B – Equipment

ICS shall provide the following services, equipment and configured features:

Enforcer[®] Centralized Call Processing System

(As more fully described in ICSolutions response to RFP # 091-12

- Interface to JMS for Inmate ID\PIN Information
- Interface to KCN Commissary for DirectLink Card-Free Debit Calling
- Interface to KCN Commissary for Over-the-Phone Commissary Ordering
- Monitoring & Recording of Inmate Telephones
- Monitoring & Recording of Visitation Telephones (Optional)
- Online Storage of all Call Recordings through Full Term of Agreement
- Paperless Grievance Reporting & Response system
- System Training for all Facility's Users
- 24x7x365 U.S.-Based Live Agent Customer Service
- 24x7x365 U.S.-Based Live Agent Technical Support
- 50 x Stainless Steel Inmate Telephones
- 25 x Visitation Phone Sets
- 1 x Voice Biometric Enrollment Phone
- 2 x TDD\TTY Device
- 1 x Workstation with Printer
- 2 x Equipment Rack
- 5 x Adtran IP Gateways
- 2 x Managed Switch
- 2 x Firewall
- 2 x UPS + Power Management Module
- 2 x Cable Connector Package

Additional Services

- Full-Time Site Administrator supporting ICSolutions & Keefe Commissary Network
- Investigator PRO Voice Biometrics (No Cost)
- Informational IVR system
- Inmate Voice Mail.....Yes _____ NO _____
 - ✓ Charged at \$1.00 per message & \$0.50 returned to Facility

Exhibit C – Call Rates

The following rates apply to all calls from Service Locations:

Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.35
IntraLATA	\$0.00	\$0.35
InterLATA	\$0.00	\$0.35
Interstate	\$0.00	\$0.35
International (Debit Only)	\$0.00	\$1.00

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Additional Service Fees (Non-Commissionable)

- Bill Statement Fee (only if/when collect calls billed) \$2.49
- Funding Fee (phone and website funding events) \$6.95.
- Refund Fee \$2.99

Exhibit D – Commissions

ICS shall pay to Facility the following Commissions based on the gross revenue for all call types generated from Facility's Service Locations.

- Contract Year 1: \$30,000 Technology Fund paid at start of the year.
62.5% Commission with a \$120,000 prepayment at the beginning of the year (payments continue once the earned Commission for the year exceeds the prepayment amount).
- Contract Year 2: \$30,000 Technology Fund paid at start of year
63.0% Commission with a \$120,000 prepayment at the beginning of the year (payments continue once the earned Commission for the year exceeds the prepayment amount).
- Contract Year 3: \$30,000 Technology Fund paid at start of year
63.5% Commission with a \$120,000 prepayment at the beginning of the year (payments continue once the earned Commission for the year exceeds the prepayment amount).
- Contract Year 4: \$30,000 Technology Fund paid at start of year
64.0% Commission with a \$120,000 prepayment at the beginning of the year (payments continue once the earned Commission for the year exceeds the prepayment amount).
- Contract Year 5: \$30,000 Technology Fund paid at start of year
64.5% Commission with a \$120,000 prepayment at the beginning of the year (payments continue once the earned Commission for the year exceeds the prepayment amount).
- Renewal Years: \$30,000 Technology Fund paid at start of year
65.0% Commission with a \$120,000 prepayment at the beginning of the year (payments continue once the earned Commission for the year exceeds the prepayment amount).

Note: Commissions shall be made payable and sent to the address designated on Exhibit A to this Agreement.