

11, 551

FILED FOR RECORD  
at 1:31 o'clock  
JUN 14 2010

**Lakes Regional MHMR Center  
Utilization of County Funds for Substance Abuse Services in Hunt County  
3rd Quarter Report  
March – May 2010**

By County Clerk  
LINDA BROOKS  
HUNT COUNTY, TEX.  
*[Signature]*

Lakes Regional Substance Abuse Services	3rd QTR # Clients Served	Hours of Service	Comment
Screening and Evaluation	66	5	Assessment is required for entry into education classes programs.
<b>Self-Pay Education Classes:</b>			
• 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.
• Drug Offender Education Class	23	15.5	
• Repeat Offender DWI	34	45	
• Minors in Possession	0	6.5	
<b>Lakes Hunt County Supported Indigent Counseling and Treatment Services</b>			
<p>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.</p>			
Substance Abuse Counseling Program	3rd. QTR # Clients Served	Hours of Service	Comment
Intake Evaluation	43	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	37	3 per week	Classes are last 90 days and groups have a minimum of 3 clients.
Intensive Outpatient Program – Adults	44	9 per week	More intensive classes for which few clients qualify or are authorized.
Supportive Outpatient Program – Adolescents	0	11 per month	Referrals for this service comes from CRCG, CPS, Juvenile Courts, schools and other sources.

11, 552

10 JUN 14 PM 1:31  
DEPUTY

# PROCLAMATION

## AUDIE MURPHY DAYS JUNE 25<sup>TH</sup> AND 26<sup>TH</sup>, 2010

**WHEREAS**, on June 9, 1999, Governor George W. Bush recognized June 20<sup>th</sup> as Audie Murphy Day in the State of Texas; and,

**WHEREAS**, Audie Murphy was the most decorated soldier of World War II; and,

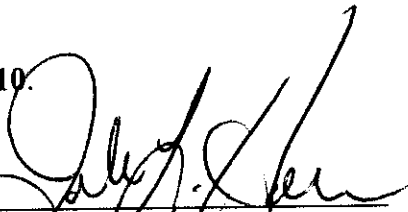
**WHEREAS**, Audie Murphy was a favorite son and hero of Hunt County; and,

**WHEREAS**, Hunt County wishes to honor and preserve his memory and his history as a veteran and resident of Hunt County; and,

**WHEREAS**, Hunt County wishes to honor and preserve the memories and history of every man and woman who has served in our armed forces protecting our rights as Americans, and the freedoms brought forth by our forefathers;

**NOW, THEREFORE**, I, John L. Horn, County Judge of the County of Hunt, do hereby proclaim June 25th and 26th, 2010 as Audie Murphy Days in Hunt County, Texas, and urge the citizens of Hunt County to honor the memory of Audie Murphy, and every other man and woman in our armed forces, as they serve with distinction, placing their fellow Americans first. May their dedication and commitment continue to preserve liberty, freedom, and justice for our country.

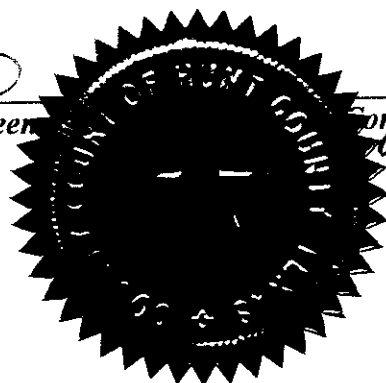
SIGNED this 14<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
Judge John L. Horn

  
\_\_\_\_\_  
Commissioner Kenneth Thornton

  
\_\_\_\_\_  
Commissioner Larry Middlebrooks

  
\_\_\_\_\_  
Commissioner Ralph Green



  
\_\_\_\_\_  
Commissioner Jim Latham

11, 553

STATE OF TEXAS

TxCDBG PROJECT AGREEMENT

County of Hunt

10 JUN 14 PM 1:32  
11, 553

This AGREEMENT is made between COUNTY OF HUNT, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the HICKORY CREEK SPECIAL UTILITY DISTRICT, hereinafter referred to as the SERVICE PROVIDER, acting through its Board of Directors. The term of this Agreement shall be from the start date of the TxCDBG contract to the end date of the TxCDBG contract. Either party may terminate this Agreement with thirty (30) days written notice to the other party. Pursuant to the Interlace Cooperation Act, Texas, Chapter 791, and V.A.T.S. Article -1, Section 2.010, the COUNTY agrees to provide grant funds budgeted for the construction of public water improvements from a County 2010 Texas Community Development Block Grant Program Contract if awarded by the Texas Department of Rural Affairs (TDRA).

The SERVICE PROVIDER is authorized to bid and contract for the construction of public water improvements. The COUNTY will utilize GRANT funds if awarded, on behalf of the SERVICE PROVIDER as represented in the TxCDBG application. The SERVICE PROVIDER will be solely responsible for the continued maintenance and operation of the proposed public water improvements. The SERVICE PROVIDER agrees to offer public water service to the households connected to the improvements under its typical and standard service terms.

The parties further agree that the GRANT funds are provided by the COUNTY without warranty of any kind to the SERVICE PROVIDER or any third party, and the SERVICE PROVIDER hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement.

Nothing herein shall be construed to create any rights in third parties.

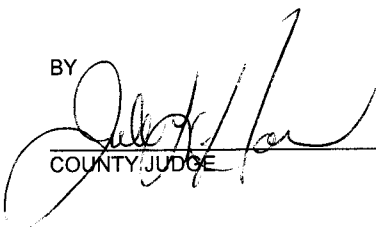
SIGNED and ENTERED this 14 day of June, 2010.

COUNTY OF HUNT, TEXAS

HICKORY CREEK SPECIAL UTILITY DISTRICT (SERVICE PROVIDER)

BY

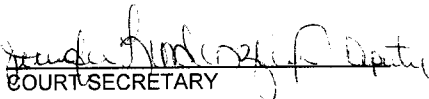
BY:

  
\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
PRESIDENT

ATTEST:

ATTEST:

  
\_\_\_\_\_  
COURT SECRETARY

\_\_\_\_\_  
BOARD SECRETARY

RESOLUTION # 11,554

10 JUN 16 PM 1:32  
DEPUTY CLERK

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT  
CONCURRING WITH THE REMOVAL OF A SECTION OF S FM 36 FROM  
THE STATE HIGHWAY SYSTEM AND PLACING SECTION UNDER COUNTY  
MAINTENANCE PROGRAM AS SET FORTH BY THE TEXAS DEPARTMENT  
OF TRANSPORTATION.**

**WHEREAS**, The Texas Department of Transportation (hereinafter "TXDOT") has constructed a new location for US 380 in Hunt County; and,

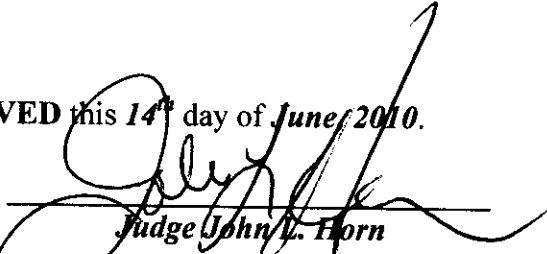
**WHEREAS**, it is necessary to re-designate portions of US 380, BU 380J, and FM 36 in accordance with the new construction.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of the County of Hunt that:


SECTION 1. The section of S FM 36 between US 380 and BU 380 (approximately .272 mile of seal coat) be removed from the State system and re-designated as County Road 1118.

SECTION 2. County Road 1118 become the property of Hunt County for control, jurisdiction, and maintenance.


PASSED AND APPROVED this 14<sup>th</sup> day of June 2010.

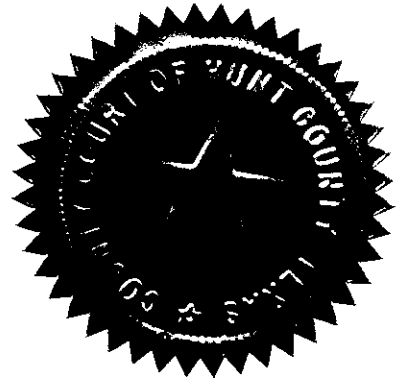
  
Judge John V. Horn

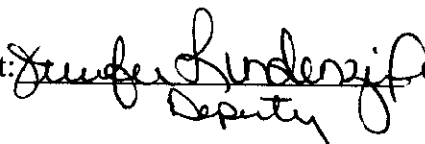
  
Commissioner Kenneth Thornton

  
Commissioner Larry Middlebrooks

  
Commissioner Ralph Green

  
Commissioner Jim Latham



Attest:  Deputy County Clerk



# HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

JOHN L. HORN  
HUNT COUNTY JUDGE  
KATRINA PEMBERTON  
EXECUTIVE ASSISTANT  
(903) 408-4146  
(903) 408-4299 FAX

11, 556

June 14, 2010

10 JUN 14 PM 2:18  
S. S. DEPUTY

Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Reporting Section  
P.O. Box 12019  
Austin, Texas 78711-2019

Ms. Sanchez:

In accordance with Section 74.602 of the Texas Property Code and Section 381.004 of the Local Government Code, on behalf of the Hunt County Commissioners Court, I submit the following request:

1. Hunt County requests it portion of the unclaimed money received by the Comptroller from any electric cooperative in our county.
2. The funds are to be payable to: Hunt County  
% Hunt County Auditor  
P.O. Box 1097  
Greenville, TX 75403-1097

**Federal Tax ID # 75-6001017**

3. Hunt County hereby certifies that it will use the funds in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Respectfully,

  
John Horn  
Hunt County Judge

11, 657

FILMSPIRE PRODUCTIONS, LLC

LOCATION AGREEMENT  
"TECHNICALLY CRAZY"

10 JUN 14 PM 1:33  
BY [Signature]  
DEPUTY

1) The undersigned owner(s) (hereunder "Owner") grants Filmspire Productions, LLC (hereinafter collectively the "Producer"), its employees, agents, contractors and suppliers, the right to enter, remain upon, and use the property located at 2507 Lee St., Greenville, TX 75401 (hereinafter the "Property") for the purpose of photographing and recording certain scenes in connection with the production of a film tentatively entitled "Technically Crazy."

2) Producer may place such facilities, vehicles and equipment and erect and place such sets and props on the Property as Producer deems necessary in connection with its production activities. Producer agrees to remove such facilities, vehicles, equipment, sets and props after completion of its production activities on the Property, and to leave the Property in as good order and condition as when entered, reasonable wear and tear excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, shall be replaced.

3) Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify and hold Owner harmless from any damages arising out of any personal injury or property damages (reasonable wear and tear excepted) resulting from any act of negligence by Producer in connection with Producer's activities on the Property.

4) Producer shall have the irrevocable and unlimited right to photograph the Property, or any part thereof, including any building, exteriors, interiors, interior furnishings, structures, signs or other improvement located thereon. Producer shall own the Property, and shall have the exclusive and perpetual right to use and exploit such photographs and recordings by any means, in any media and for any purposes it shall determine in its sole discretion. Neither Owner nor any other party now or hereafter having an interest in the Property shall have any right of action of any kind, whether based upon a personal or property right, against Producer arising out of any use or exploitation of such photographs and/or recordings.

5) Owner warrants that Owner is free to enter into, and is authorized to make, this agreement and to grant to Producer the rights set forth herein. This agreement represents the entire understanding between the parties, and cannot be modified except by a writing signed by both parties hereto.

Accepted and Agreed to By:

[Signature]  
Name

County Judge 6-14-2010  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Agreed to by ("Producer"):

[Signature]  
Name

Producer  
Title

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2010

<b>PRODUCER</b> Frankel & Associates Insurance Services 9233 West Pico Boulevard, Suite 226 Los Angeles, CA 90035		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Phone No. (310) 271-5582	Fax No. (310) 887-1758	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Filmspire Productions 11862 Hill Creek Trail Frisco, TX 75035		INSURER A: EFM - Empire Fire and Marine Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
Phone No. (972) 983-5233	Fax No.		

## COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
EFM			<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FI0120758	06/07/2010	06/30/2010	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
EFM			<b>OTHER</b> Inland Marine	FI0120758	06/07/2010	06/30/2010	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear.

Coverage Location: United States & Canada  
 Production: Technically Crazy

All coverages expire at 12:01 a.m. Standard Time.

<b>CERTIFICATE HOLDER</b> Hunt County Courthouse 2507 Lee Street Greenville, TX 75401 United States Of America	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 1 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
Phone No.	Fax No.

# ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YYYY)

06/07/2010

INSURED **Filmspire Productions**

The following is attached to and made part of certificate 212861-416353-280221.

Policy Details	Coverage	Limit	Deductible
<b>Inland Marine</b>			
Company:	Empire Fire and Marine Insurance Company		
Policy Number:	F10120758		
*Period:	06/07/2010 - 06/30/2010: 23 Day(s)		
	Miscellaneous Rented Equipment	100,000	1,500
	Props, Sets & Wardrobes	25,000	1,500
	Negative Film or Videotape	Excluded	
	Faulty Stock, Camera & Processing	Excluded	
	Extra Expense	Excluded	
	Third Party Property Damage	Excluded	
	Terrorism	Included	

\*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts &amp; pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.



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FILED FOR RECORD  
at 1:31 o'clock P M

JUN 14 2010

By Linda Brooks  
Security Clerk, Tarrant County, Tex.

# COPS Application

Attachment to SF-424

## SECTION 1: COPS PROGRAM REQUEST

*Federal assistance is being requested under the following COPS program: Select the COPS grant program for which separate application must be completed for each COPS program for which you are applying. Please ensure that you applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.*

The program you have selected is:

**COPS Hiring Program**

Previous

Next

**Reminder:**  
To save your data, click the "Save" or "Next" button. If you don't do this before returning to the previous page, your

# COPS Application

Attachment to SF-424

## SECTION 2: Agency Eligibility Information

### A. Type of Agency (select one)

Law Enforcement  Non-Law Enforcement

*From the list below, please select the type of agency which best describes the applicant.*

#### Law Enforcement Entities

Sheriff

Previous

Save

Next

**Reminder:**

To save your data, click the "Save" or "Next" button. If you don't do this before returning to the previous page, your

# COPS Application

Attachment to SF-424

## Section 3: GENERAL AGENCY INFORMATION

**A. Applicant ORI Number:**

*The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven digits for your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction. If you currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. The COPS Office may end in "ZZ."*

**B. Applicant Data Universal Numbering System (DUNS) Number:** 028161156

*A Data Universal Numbering System (DUNS) Number is required. A DUNS number is a unique nine or thirteen digit number for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the section of the COPS Application Guide.*

### C. Central Contractor Registration (CCR)

*All applicants (other than individuals) are required to maintain current registrations in the Central Contractor Registration repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. For more information on CCR, please refer to the "How to Apply" section of the COPS Application Guide. Please note that applicants must update their registrations to maintain an active status.*

**Does your agency have an active registration with the Central Contractor Registration database?**

*Note: Your Agency must have an active registration with the CCR. If your agency is not registered, please register now by going to the following web address: <https://www.bpn.gov/ccr/default.aspx>*

Yes  No

**D. Geographic Names Information System (GNIS) ID:** 1383901

*Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned by the United States Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/>. If you do not have a GNIS number, please refer to the "How to Apply" section of the COPS Application Guide.*

**E. Cognizant Federal Agency:** Department of Justice

*Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency that provides federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Enterprise Services. If your agency received federal funding should select the "Department of Justice" as the Cognizant Federal Agency.*

**F. Fiscal Year** From: 10/01/2010 To 09/30/2011

Enter the dates of the legal applicant's fiscal year.

### G. Service Population

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American FactFinder at <http://FactFinder.census.gov>.

82575

2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity?

82575

*This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic bounds or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.*

3a. If applicable, please explain why the service population differs from the census population:

N/A

### H. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for each year below. *The budgeted number of sworn officers, funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, and unfunded vacancies or unpaid/reserve officers.*

a. Number of officers funded in agency's *current* fiscal year budget:

Full-Time:	46	Part-Time:	0
------------	----	------------	---

2. Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application: *The actual number of sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions.*

a. Number of officers employed by your agency as of the date of this application:

Full-Time:	46	Part-Time:	0
------------	----	------------	---

# COPS Application

Attachment to SF-424

## SECTION 4: EXECUTIVE INFORMATION

*Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application from consideration.*

### A. Law Enforcement Executive/Agency Executive Information:

**For Law Enforcement Agencies:** Enter the law enforcement executive's name and contact information. This is the highest ranking individual in your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). **For Non-Law Enforcement Agencies:** Enter the highest ranking individual (e.g., CEO, President, Chairperson, Director) who has the authority to apply for this grant on behalf of the applicant agency. This individual would ultimately be responsible for the programmatic implementation of the award.

Title: Sheriff  Interim/Acting

First Name: Randy MI: Last Name: Meeks Suffix:

Agency Name: Hunt County Sheriffs Department

Street Address 1: 2802 Stuart Street

Street Address 2:

City: Greenville State: TX Zip Code: 75401

Telephone: 903-453-6800 Fax: 903-453-6822 Email: rmeeks@huntcounty.net

### B. Government Executive/Financial Official Information:

**For Government Agencies:** Enter the government executive's name and contact information. This is the highest ranking individual in your agency (e.g., City Administrator, Tribal Chairman, or equivalent). **For Non-Government Agencies:** Enter the name and contact information of the individual who has the authority to apply for this grant on behalf of the applicant agency (e.g., Treasurer). If the grant is awarded, this individual will be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees, etc.) is not required.

Title: County Administrator  Interim/Acting

First MI: Last Suffix:

Name: John

Name: Horn

Agency Name: Hunt County Judge

Street Address 1: 2500 Lee Street

Street Address 2:

City: Greenville

State: TX Zip Code: 75401

Telephone: 903-408-4146

Fax: 903-408-4188

Email: jhorn@huntcounty.net

Previous

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To save your data, click the "Save" or "Next" button. If you don't do this before returning to the previous page, your

# COPS Application

Attachment to SF-424

## SECTION 5: COPS Officer Request

### Update to COPS Hiring Recovery Program(CHRP) Application

The COPS Office is now considering your pending CHRP application for funding this fiscal year under the 2010 COPS previously requested grant funding to hire/rehire 3 full-time officer positions under CHRP. At this time, the COPS Office has reduced the total number of officer positions that your agency may request. Because we have reduced the total number of officer positions that your agency may request, you may need to revise its hiring category choices so that it may prioritize its greatest needs.

It is imperative that applicants understand that the COPS statutory non supplanting requirement mandates that grant funding (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or federal funds that have spent on officer positions if it had not received a grant award. This means that if your agency plans to:

(a) Hire new officer positions (including filling existing officer vacancies that are no longer funded in your agency's budget) on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, you must comply with the non supplanting requirements as described in detail in the Grant Owner's Manual.

(b) Rehire officers who have already been laid off (at the time of updated application) as a result of state, local, or federal budget cuts on or after the official grant award start date, maintain documentation showing the date(s) that the position was laid off and otherwise comply with the non supplanting requirement as described in detail in the Grant Owner's Manual.

(c) Rehire officers who are (at the time of updated application) currently scheduled to be laid off on a future date due to budget cuts: It must continue to fund the officers with its own funds from the grant award start date until the date of the lay-off; if the lay-off start date is September 1 and the lay-off is scheduled for November 1, then the CHP funds may not be used to fund the officers from the date of the scheduled lay-off; identify the number and date(s) of the scheduled lay-off(s) in this application; identify the date(s) and reason(s) for the lay-off; and otherwise comply with the non supplanting requirement as described in detail in the Grant Owner's Manual. [Please note that as long as your agency can document the date that the lay off(s) would occur if CHP funds were used to fund the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative process for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unavoidable may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-off of individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdictional lay-offs maintained with your agency's CHP grant records during the grant period and for three years following the official close of the grant monitoring, or other evaluation of your grant compliance.

### Instructions:

To continue our application review, your agency must update its request and allocate the number of positions it needs to hire, rehire, or reemploy based on your agency's current (at the time of application update) needs for new hires, rehires of previously laid off officers, and rehiring officers who are scheduled to be laid off on a specific future date. The positions requested in each of these three categories and recipients of CHP awards are required to use awarded funds.

If your agency's updated request includes funding for rehires, your agency may request funding to rehire officers already at the time of application update. If your agency's request for officer positions is funded, however, you will have the opportunity to modify the awarded funding into the category or categories that meet your agency's law enforcement grant modification to move the awarded funding into the category or categories that meet your agency's law enforcement opportunity to update your information regarding dates of future scheduled lay-offs). Please also be mindful of the ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures.

*Please note that completing this application update in no way indicates that your agency has been awarded or will be awarded, your agency may not receive its full current officer request.*

Example :

Agency A originally requested CHRP funding for a total of 75 officer positions, with 60 positions requested for 15 positions requested to rehire officers already laid off. The agency is required to reduce its total request to 20 as the agency has revised its hiring category request to 10 new hires, 25 positions to rehire officers already laid off, and 5 positions to be laid off on September 30, 2010.

Original Request: 3 Full-Time Officers Positions

Updated Request: **Your updated request cannot exceed 2 Full-Time Officer Positions Requested**

Category **New, additional officer positions (including to fill existing vacancies no longer funded in your**  
A: **agency's budget).**

Category A Original Request: 3

Category A Updated Request: 2

Category **Rehire officers already laid off (at the time of application) as a result of state, local, or tribal**  
B: **budget reductions.**

Category B Original Request: 0

Category B Updated Request: 0

Category **Rehire officers scheduled to be laid off (at the time of application) on a specific future date as a**  
C: **result of state, local, or tribal budget reductions**

Category C Original Request: 0 (total)

Category C Updated Request: 0 (total)

**Date of the scheduled lay-off for these officers**

**Category C Updated Date of Scheduled Layoffs** 10/01/2010

**Category C Original Request for this date:** 0

**Category C Updated Request for updated date:** 0



**Date of the scheduled lay-off for these officers**

**Category C Updated Date of Scheduled Layoffs** 10/01/2010

**Category C Original Request for this date:** 0

Category C Updated Request for updated date: 0

**Date of the scheduled lay-off for these officers**

**Category C Updated Date of Scheduled Layoffs** 10/01/2010

**Category C Original Request for this date:** 0

Category C Updated Request for updated date: 0

**Certification Regarding Scheduled Lay-Offs:**

If your agency plans to use CHP funds to rehire officers who are scheduled to be laid off (at the time of the updated application) on a specific date (under category C above), please certify (by checking the appropriate boxes).

**Certification:**

My agency has and will maintain documentation showing the date(s) of the scheduled lay-off(s) and demonstrating that the scheduled lay-off(s) is/are occurring for fiscal reasons that are unrelated to the availability or receipt of CHP grant funds (as described above).

My agency will use its own funds to continue funding these officers until the scheduled date(s) of the lay-off(s) and will use CHP funds to rehire these officers only on or after the scheduled date of the lay-off(s).

My agency recognizes that the CHP program provides funding based on our entry-level salary and benefits package and that any additional costs for rehired officers beyond entry-level are our responsibility to pay with other sources of funding.

Total Updated Applicant Request: 2

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# COPS Application

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## SECTION 6: Law Enforcement and Community Policing S

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies toward the community involvement in community policing. The following is the COPS Office definition of community policing that emphasizes partnerships, organizational transformation, and problem solving.

*Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and*

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use in the field. In addition to the tool, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office website for more information regarding these sub-elements.

**Community Partnerships:**

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

- Other Government Agencies
- Community Members/Groups
- Non-Profits/Service Providers
- Private Businesses
- Media

**Organizational Transformation:**

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

**Agency Management**

- Climate and culture
- Leadership
- Labor relations
- Decision-making
- Strategic planning
- Policies
- Organizational evaluations
- Transparency

**Organizational Structure**

- Geographic assignment of officers
- Despecialization
- Resources and finances

**Personnel**

- Recruitment, hiring and selection
- Personnel supervision/evaluations
- Training

**Information Systems(Technology)**

- Communication/access to data
- Quality and accuracy of data

**Proposed Community Policing Plan**

COPS grants must be used to initiate or enhance community policing activities, either directly by your law enforcement agency or through a community-based organization.

applicants) in collaboration with law enforcement. Please complete the following questions to describe the types of activities you are currently engaged in and that will result from COPS funding. For each question, answer on behalf of the law enforcement applicant and the law enforcement agency(s) with whom you will collaborate.

You may find more detailed information about community policing at the COPS Office web site <http://www.cops.usdoj.gov>

## Community Partnerships

Community partnerships are ongoing collaborative relationships between law enforcement and the individual community members to identify and solve problems and increase trust in the police.

### My Agency:

**P1) Regularly distributes relevant crime and disorder information to community members.**

Yes  No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes  No

**P2) Routinely seeks input from the community to identify and prioritize neighborhood problems (e.g., through annual community surveys, etc.).**

Yes  No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes  No

**P3) Regularly collaborates with local government agencies that deliver public services.**

Yes  No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes  No

**P4) Regularly collaborates with non-profit organizations and/or community groups.**

Yes  No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes  No

**P5) Regularly collaborates with local businesses.**

Yes  No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes  No

**P6) Regularly collaborates with informal neighborhood groups and resident associations.**

Yes  No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**P7) Regularly collaborates with federal government agencies through formal partnerships (e.g., task forces,**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

## **Problem Solving**

Problem solving is an analytical process for systematically (1) identifying and prioritizing problems, (2) analyzing, (3) developing and testing solutions, (4) evaluating problem-solving initiatives. Problem solving involves an agency-wide commitment to go beyond and proactively address a multitude of problems that adversely affect quality of life.

**PS1) Routinely incorporates problem-solving principles into patrol work.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**PS2) Identifies and prioritizes crime and disorder problems through the routine examination of patterns and hot spots at various locations.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**PS3) Routinely explores the underlying factors and conditions that contribute to crime and disorder problems.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**PS4) Systematically tailors responses to crime and disorder problems to address their underlying conditions.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**PS5) Regularly conducts assessments to determine the effectiveness of responses to crime and disorder problems.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

## **Organizational Transformation**

Organizational transformation is the alignment of organizational management, structure, personnel and informal partnerships and proactive problem-solving efforts.

**My Agency:**

**OT1) Incorporates community policing principles into the agency's mission statement and strategic plan.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**OT2) Practices community policing as an agency-wide effort involving all staff (i.e., not solely housed in a sp**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

**OT3) Incorporates problem-solving and partnership activities into personnel performance evaluations.**

Yes No

If yes, do you plan to use grant funding to enhance or expand this activity?

Yes No

## Community Policing Plan Narrative

Please describe your agency's implementation plan for this program (if awarded), with specific reference to community policing: (a) community partnerships and support, including consultation with community groups, private age governmental and community initiatives that complement your agency's proposed use of COPS funding; and (b) agency will use these funds, if awarded, to reorient its mission to community policing or enhance its involvement in community policing. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing activities. You may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, and other community policing implementation tools.

If your organization receives this grant funding, these responses, along with the previous questions, will be used to develop your community policing plan. We understand that your community policing needs may change during the life of your grant (if awarded) and may be made without prior approval from the COPS Office. We also recognize that this plan may incorporate a broad range of strategies and activities, and that your agency may implement particular community policing strategies from time to time during the life of the grant. If your agency's community policing plan changes significantly, however, you must submit it for prior approval. Changes are "significant" if they deviate from the range of possible community policing activities identified in the community policing plan submitted with your application.

In the space provided, please address your agency's implementation plan for this program with specific reference to (a) community partnerships and support, including consultation with community groups, private age governmental and community initiatives that complement your agency's proposed use of COPS funding; and (b) agency will use these funds, if awarded, to reorient its mission to community policing or enhance its involvement in community policing.

**(a) Community partnerships and support, including consultation with community groups, private age governmental and community initiatives that complement your agency's proposed use of COPS funding; and (b) agency will use these funds, if awarded, to reorient its mission to community policing or enhance its involvement in community policing.**

[Responses are limited to a maximum of 3,000 characters.]

The Hunt County Sheriff's Office fosters collaborate partnerships with local government and state entities for delivery of policing services. We also have MOUs with the 11 school districts in our county tp provide enhanced truancy enforcement services. We have formed "the Friends of the Sheriff" community support group, coordinated by a civilian volunteer to disseminate crime information and weather alerts through automated e-mail and cell phone notification. These partnerships have greatly enhanced our delivery of information and services to the community resulting in a great deal of community support for Hunt County Sheriff's Office.

**(b) Related governmental and community initiatives that complement your agency's propos**

[Responses are limited to a maximum of 3,000 characters.]

If we are given the new positions, one of the officers will be assigned to be the Community and School Resource officer. He/she will primarily work with local businesses, community groups, schools, and other agencies to continue programs and create new programs for better service delivery and increased awareness in the community.

**(c) Organizational transformation – how your agency will use these funds, if awarded, to rec enhance its involvement in and commitment to community policing.**

[Responses are limited to a maximum of 3,000 characters.]

Our agency wants to foster an environment of collaboration in problem solving, strategic planning, utilization of current resources, identifying possible new resources, and coordination of efforts for enhanced service delivery. We have a developed a tool for accountability and utilizing that report has helped us identify problem areas, implement new strategies for eliminating problems, and increasing community awareness.

**CP1) To what extent is there community support in your jurisdiction for implementing the pi**

- a) High level of support
- b) Moderate support
- c) Minimal support

**CP2) If awarded, to what extent will the grant activities impact the other components of the c**

- a) Potentially decreased burden
- b) No change in burden
- c) Potentially increased burden

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## SECTION 7: Need For Federal Assistance

### C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years.  
*Please note: All figures must be rounded to the nearest whole dollar.*

CURRENT FISCAL YEAR (2010) \$ 7895979

PREVIOUS FISCAL YEAR (2009) \$ 7639735

PREVIOUS FISCAL YEAR (2008) \$ 7059784

2) Enter the total jurisdictional (city, county, state, tribal, university) locally-generated revenues for the current AND previous two fiscal years. Revenues may include locally generated property taxes, sales taxes, and other taxes and revenue sources (e.g., transit, licensing fees, other non-property taxes, and franchise taxes). For example, college/university police departments would include entrance and parking fees, etc. *Please note: All figures must be rounded to the nearest whole dollar.*

CURRENT FISCAL YEAR (2010) \$ 29664650

PREVIOUS FISCAL YEAR (2009) \$ 29976848

PREVIOUS FISCAL YEAR (2008) \$ 29045759

3) Since January 1, 2009, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) are on furloughs that have lasted or are scheduled to last a minimum of forty hours per affected employee over the course of the fiscal year?  
*Please note: All figures must be rounded to the nearest whole percent.*

Civilian Law Enforcement Agency Personnel 18 %

Sworn Law Enforcement Agency Personnel 3 %

Other Government Agency Personnel 4 %

4) Since January 1, 2009, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) are on furloughs that have lasted or are scheduled to last a minimum of forty hours per affected employee over the course of the fiscal year?  
*Please note: All figures must be rounded to the nearest whole percent.*

Civilian Law Enforcement Agency Personnel 0 %

Sworn Law Enforcement Agency Personnel 0 %

Other Government Agency Personnel 0 %

5) Since January 1, 2009, what percentages of the following authorized positions in your jurisdiction (city, county, state, official policies and/or decisions that limit your jurisdiction's ability to fill vacancies (i.e., hiring freezes). For example, if positions and one is currently frozen, you would enter 10% on the sworn personnel line. Please note: All figures must

Civilian Law Enforcement Agency Personnel	4	%
Sworn Law Enforcement Agency Personnel	0	%
Other Government Agency Personnel	0	%

6) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for comm population greater than 20,000, please go to the U.S. Census Bureau's American Fact Finder <http://FactFinder.census.gov> in poverty in your jurisdiction based on the 2006 – 2008 ACS. For jurisdictions below 20,000 in population, please select (for example, the county in which your jurisdiction is located). For jurisdictions not included in the census (e.g., school box for "Not Applicable." Please see the program Application Guide for additional information and help in using the ACS data. *All figures must be rounded to the nearest whole percent.*

Percentage of families in poverty % 13

Not Applicable

7) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of the Bureau of Labor Statistics' LAUS website ([www.bls.gov/lau/data.htm](http://www.bls.gov/lau/data.htm)) to find detailed instructions for looking up your jurisdiction's unemployment rate (for example, a city of few level rate). Please see the program Application Guide for additional information and help in using the LAUS data. For schools, universities, transit, parks), please check the box for "Not Applicable". *Please note: All figures must be rounded to the nearest whole percent.*

Percentage unemployed for February 2010 8

Not Applicable

8) Indicate your jurisdiction's estimated residential property foreclosure rate for calendar year 2009. This rate should be calculated as the number of residential mortgage foreclosure filings and new bank-owned foreclosures (REOs) in 2009 divided by the total number of residential mortgage loans in 2009. *This rate should be rounded to the nearest whole percent.*

Bank Owned PCT 18 %

Check here if the information necessary to calculate this rate is unavailable

9) Indicate if your jurisdiction has experienced any of the following events since January 1, 2009 (Check all that apply)

A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)

A declaration as an economically or financially distressed area by the state in which the applicant is located.

Downgrading of the applicant's bond rating by a major rating agency.

Has filed for or been declared bankrupt by a court of law.

Has been placed in receivership or its functional equivalent by the state or federal government.



10) Enter the total jurisdictional (city, county, state, tribal) operating budget for the current AND previous two fiscal years the nearest whole dollar.

CURRENT FISCAL YEAR (2010) \$ 34647636

PREVIOUS FISCAL YEAR (2009) \$ 31962759

PREVIOUS FISCAL YEAR (2008) \$ 31350940

11) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the calendar year 20 those incidents for which your agency had primary response authority should be provided.

**UCR Data\***

Criminal Homicide	1
Forcible Rape	1
Robbery	13
Aggravated Assault	116
Burglary	532
Larceny (except motor vehicle theft)	502
Motor Vehicle Theft	81

**Please note:** Only those incidents for which your agency had primary response authority should be provided. An agency is the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to be the only agency that should respond to or investigate on a specific type(s) of crime(s); respond to or investigate crimes within a correctional facility; provide correctional services; provide correctional security; transport prisoners; and/or have cases referred to them for investigation or investigational support.

\*Note: If your agency currently reports to NIBRS, or does not report crime incident totals at all, please ensure that you report in the same style. Please see the COPS Application Guide or the FBI's UCR Handbook ([www.fbi.gov/ucr/handbook/ucrhandbook](http://www.fbi.gov/ucr/handbook/ucrhandbook))

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## SECTION 8: Continuation of Project After Federal Funding

If you are applying for a COPS grant with a post-grant retention plan requirement, please complete A. If you are applying for a COPS grant without a post-grant retention plan requirement, please complete B.

### A. Continuation of Project after Federal Funding Ends (for COPS grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months at for each position. The retained CHP-funded positions should be added to your agency's law enforcement budget with funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documents monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention w

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months each position?

Yes  No

*Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funds*

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention for that apply)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- Fundraising efforts
- Other (Please provide a brief description of the source(s) of funding not to exceed 350 characters.)

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## SECTION 14: Budget Detail Worksheets

### Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS grant and cooperative agreement applicants funding. Allowable and unallowable costs vary widely and depend upon the type of COPS program. The maximum federal/local share breakdown requirements also vary.

Please refer to the program-specific Application Guide to determine the allowable/unallowable costs, the maximum amount of funding, and the federal/local share requirements for the COPS program for which your agency is applying. To assist you, sample Application Guides are provided for each program.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (and the federal/local share requirements). If you are not requesting anything under a particular budget category, please check the appropriate boxes. If you are requesting items, please check the appropriate boxes.

All calculations should be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, please calculate the amounts requested in each category, the total project costs, and the total federal and local shares.

**If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at (800) 458-5273.**

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## SECTION 14: Budget Detail Worksheets

**Instructions:** This worksheet will assist your agency in reporting your agency's current *entry-level* salary rounded to the nearest dollar, identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current salary in dollars for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to the instructions on the length of the grant term for the program under which you are applying.)

**Special note regarding sworn officer fringe benefits:** For agencies that do not include fringe benefits as part of the budget request, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included in the budget request (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section C).

Please refer to the program-specific Application Guide for information about allowable and unallowable fringe benefits for the program to which your agency is applying.

### SWORN:

Title	Description	Number of Positions	Delete	Edit
Sworn Officer	N/A	2	Delete	Edit



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## SECTION 14: Budget Detail Worksheets

### BUDGET SUMMARY

**Instructions:** Please review the category totals and the total project costs below. If the category totals and project costs do not match, you must correct the submission of your application. Should you need to make revisions to a budget category, click the "Edit" button for that category.

*Note: Agencies applying for Secure Our Schools (SOS) must enter a "Total Local Share Amount" percentage of 50% other Fiscal Year 2010 COPS Grants are not required to provide a local match.*

Budget Category	Category Total
A. Sworn Officer Positions	\$313846
B. Civilian/Non-Sworn Personnel	\$0
C. Equipment/Technology	\$0
D. Supplies	\$0
E. Travel/Training	\$0
F. Contracts/Consultants	\$0
G. Other Costs	\$0
H. Indirect Costs	\$0
Total Project Amount:	\$313846

### Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name: Lana

Last Name: Adams

Title: Administrative Lt.

Phone: 903-453-6803

Fax: 903-453-6822

E-mail Address: lanaa@huntcounty.net

**Reminder:**

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## SECTION 15A: Assurances

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services (COPS) assures that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact the COPS Specialist at 800.421.6770.

By the applicant's authorized representative's signature, the applicant assures that it will comply with all legal and administrative requirements for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to sign the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to the processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose primary activity is financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose primarily motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other personal relationships.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents maintained by the applicant in connection with the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition of grant funding, including the administrative requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122) and 48 CFR Part 31.000, et seq. (FAR); 48 CFR Part 101.11 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. § 1302); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); and Department of Justice Non-Discrimination Regulations (28 CFR Part 800, D, E, G and I) of the Code of Federal Regulations.
  - A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, sex, religion, national origin, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the COPS Specialist, Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.
7. If applicable, it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified men and women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from employment to any person, or subject any person to discrimination in connection with any programs or activities funded by the grant. Civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. § 1302); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); and Department of Justice Non-Discrimination Regulations (28 CFR Part 800, D, E, G and I) of the Code of Federal Regulations.

B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has an Opportunity Plan (EEO) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7 20531, for review within 60 days of the notification of the award. If your organization received an award between 25,000 and 500,000 employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to the OCR. If your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to submit the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization is a medical institution, educational institution, or an Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must submit the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41-42), Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that it is under consideration for such listing by the EPA.

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has such a procedure available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Department of Justice clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the grant is used for or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individual research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating government-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be available for grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased cost, if applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a state legislator, a local official, or a judicial officer, to adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the expiration of the grant period, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. § 2242.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Department process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, it agrees to increase the amount seized in order to fully implement the grant project.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in the denial of the grant, the termination of the grant, or the suspension of the grantee from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

By clicking this box and typing my name below, I certify that I have been legally and officially authorized this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awa compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assu program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any best of my knowledge. I understand that false statements or claims made in connection with COPS programs may re participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the

Randy Meeks, Sheriff

06/12/2010

\*Date

**\*Typed Name of Law Enforcement Executive (or Official with Programmatic Authority, as applicable)**

By clicking this box and typing my name below, I certify that I have been legally and officially authorized this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awa compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assu program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any best of my knowledge. I understand that false statements or claims made in connection with COPS programs may re participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the

John Horn, County Judge

06/14/2010

\*Date

**\*Typed Name of Government Executive(or official with Financial Authority, as applicable)**

**Reminder:**

To save your data, click the "Save" or "Next" button. If you don't do this before returning to the previous page, your





directly affects your present responsibility;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, territorial, or local) for the commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall at the time of certification provide an explanation regarding the particular statement that cannot be certified. Please check here  if an explanation is attached. If an explanation is not attached, the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

3. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service or for which the assessment is the subject of a non-frivolous administrative or judicial proceeding.

#### 4. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees/recipients, as follows:

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees who violate this prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given the opportunity to receive counseling if required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute within 15 calendar days after such conviction, or if the conviction occurred in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (b) or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to the COPS Office, 1100 Vermont Ave., NW, Washington, D.C. 20530. Notice shall include the identification

grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation for such purposes by a federal, state or local health, law enforcement or other appropriate agency

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of and (vi)..

**4. Grantee Agency Name and Address:**

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this grant.

Place of performance (street address, city, county, state, zip code)

2801 Stuart Street, Greenville, Hunt  
County, Texas 75401

Check  if there are workplaces on file that are not identified here.

**5. Coordination**

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been no coordination with all affected agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the Attorney General, prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Grantee Agency Name and Address:

Grantee IRS/ Vendor Number: 756001017

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, penalties, or other remedies available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Typed Name and Title of Law Enforcement Executive/Agency Executive:

By clicking this box and typing my name below, I certify that I have been legally and officially authorized this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awa compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assu program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any best of my knowledge. I understand that false statements or claims made in connection with COPS programs may re participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the

Sheriff Randy Meeks

\*Typed Name of Law Enforcement Executive (or Official with Programmatic Authority, as applicable):

By clicking this box and typing my name below, I certify that I have been legally and officially authorized this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awa compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assu program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any best of my knowledge. I understand that false statements or claims made in connection with COPS programs may re participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the

John Horn, County Judge

\*Typed Name of Government Executive (or Official with Financial Authority, as applicable)

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**Reminder:**

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# COPS Application

Attachment to SF-424

## SECTION 16: Disclosure of Lobbying Activities

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is require payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Mem Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items change report. Refer to the implementing guidance published by the Office of Management and Budget for additional

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the or
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the in and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entit
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sul prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under gran
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational le example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Cata number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Rec Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal c agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant Federal action.  
  
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Ente (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

*Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.*

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Not Applicable

**Reminder:** To save your data, click the "Save" or "Next" button. If you don't do this before returning to the previous page, your data will be lost.

# COPS Application

Attachment to SF-424

## SECTION 17: Certification of Review and Representation

*Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems*

**Please review the COPS Application Guide: Legal Requirements Section for additional information.**

Please check one of the following, as applicable to your agency's intended use of this grant:

- No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal justice program.
- Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal justice program. We assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

The signatures of the Law Enforcement Executive/Agency Executive and Government Executive/Financial Official on of Compliance with Requirements: 1) Assures the COPS Office that the applicant will comply with all legal, administrative and financial requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; A information submitted with this application (including the Budget Detail Worksheets). The signatures on this application named on this application unless there is an officially documented authorization for a delegated signature. If your jurisdiction is not attached to this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines whether to award a grant. The Department of Justice is advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with the requirements of 28 C.F.R. Part 23, or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a COPS Office compliance award.

### Person Submitting this Application

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the applicant to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded a grant, to the compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attachments is true and correct to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in the applicant being debarred from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the Department of Justice.

**Please type your name here in place of your signature:**

Sheriff Randy Meeks

**Law Enforcement Executive/Agency Executive**

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the applicant to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded a grant, to the compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attachments is true and correct to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in the applicant being debarred from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the Department of Justice.

application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, and all applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any other information provided is true and correct to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the

**Please type your name here in place of your signature:**

John Horn, County Judge

**Government Executive/Financial Official**

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the grant applicant entity to apply for and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, and all applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any other information provided is true and correct to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the

**Please type your name here in place of your signature:**

Lana Adams, Admin. Lt.

**Reminder:**  
To save your data, click the "Save" or "Next" button. If you don't do this before returning to the previous page, your data will be lost.



# COPS Application

Attachment to SF-424

## SECTION 18: COPS Hiring Program (CHP)

### Update of COPS Hiring Recovery Program (CHRP) Application Certifications

#### Part I

I have read, understand and agree to the following:

- I am authorized by the appropriate governing body to act on behalf of the grant applicant entity in submitting this application.
- The information my agency provides on this form is an official update to our CHRP application, and supersedes all previous information provided.
- My agency's updated CHRP application will be considered for funding in FY 10 under the COPS Hiring Program.
- My agency received the Application Update Letter dated May 25, 2010, we thoroughly reviewed and updated the information is true and accurate.
- My agency's request for CHRP sworn officer positions has been updated for 2010 CHP funding consideration.
- If my agency identifies an error(s) in our updated application after the submission deadline of 11:59 pm E.T. on June 16, 2010, we must contact the COPS Office Response Center at 800.421.6770 to unlock our application, make the necessary corrections and resubmit the application by 11:59 pm E.D.T. on Wednesday, June 30, 2010. No applicant initiated corrections will be accepted after 11:59 pm E.D.T. on Wednesday, June 30, 2010.
- If my agency is requested by the COPS Office to review, confirm and/or update specific data items after submission, failure to respond to the request will eliminate our application from 2010 CHP funding consideration.
- If my agency receives a CHP grant, we are required to use grant funds for the specific hiring category(s) as specified in the grant award.
- If after receiving the CHP grant, my agency needs to change the hiring category(s) it received funding under, we must contact the COPS Office at 800.421.6770 to request a modification so that the COPS Office may accurately track the numbers of officers funded in each category.

Typed Name of Person Completing this Application

Lana Adams, Admin Lt.

Date Completed

06/14/2010

In order for your agency to be considered for CHP grant funding, all application updates must be submitted to the COPS Office Response Center at 800.421.6770 by 11:59 pm E.D.T. on June 16, 2010. For technical assistance with submitting your application, contact the COPS Office Response Center at 800.421.6770. If your agency no longer wishes to be considered for funding and wants to withdraw your application, contact the COPS Office Response Center at 800.421.6770.

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11,563

Independent Contractor Agreement by and between Hunt County Sheriff's Office  
and Boles Independent School District

10 JUN 14 PM 1:34

This shall serve as an Independent Contractor Agreement (hereinafter "Agreement") by and between the Hunt County Sheriff's Office (hereinafter "HCSO") and Boles Independent School District (hereinafter "DISTRICT") for substance awareness and detection services for the period of August 23, 2010 through June 30, 2011.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (as listed in the Texas Health and Safety Code, chapter 481), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

HCSO shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with HCSO acting as an independent contractor.

1. Independent Contractor. HCSO is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and HCSO or any of the HCSO's agents or employees. HCSO assumes exclusively the responsibility for the acts of his/her employees as they relate to the services provided during the course and scope of their employment. HCSO, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.
2. Search Areas. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug dog.
3. Obligations of HCSO and the DISTRICT. HCSO agrees to provide 9 day visits for the contract period. The DISTRICT may increase the total number of visits by notifying HCSO in writing. The DISTRICT will pay \$100 fee per month. Multiple canine teams will be charged on a per team basis. HCSO will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay services within thirty (30) days of receipt of such invoice.

HCSO will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The DISTRICT will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. In the event another date becomes undesirable for a visit, the DISTRICT will provide HCSO with 24 hours notice.

4. Student Information. HCSO understands and agrees that in the course of rendering services to students, and medical or personal information learned by HCSO about any person who is a student, or any family member of a student, is privileged information and is subject to all State and Federal laws which protect the rights of students or patients. HCSO agrees that the information learned by it about any student will not be authorized or obligated by State and Federal Laws or other policies of the DISTRICT.
5. Insurance and Hold Harmless. During the term of this Agreement, Hunt County shall carry a comprehensive general liability insurance policy, and auto policy, and malpractice/professional liability insurance under, which HCSO is insured, in the form and in the amount acceptable to the DISTRICT. The DISTRICT and its officers, agents, and employees shall be included on said policies, where applicable, as additional insured's. HCSO shall provide the DISTRICT with certificates of insurance indicating such coverage prior to beginning any services under this Agreement. The certificates shall include assurance that the DISTRICT shall be notified in writing by the insurance company of any cancellation not less than sixty (60) days prior to the effective date of such changes.

Hunt County shall provide, during the life of this Agreement, workers' compensation insurance, including liability coverage, under which HCSO is insured, in the amounts required by state law, for all employees engaged in work under this Agreement. HCSO shall file with the DISTRICT certificates evidencing such insurance.

To the fullest extent permitted by law, HCSO agrees to defend, indemnify and hold harmless the DISTRICT and its officers, agents and employees from any and all claims, demands, liabilities and expenses (including attorneys' fees and costs of defense) arising directly or indirectly out of the operation or performance of HCSO under this Agreement.

6. Assignment of Agreement. HCSO shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the DISTRICT.
7. Place of Performance. All obligations to each party of this Agreement shall be performable in Hunt County, Texas. Venue, in the event of a suit, is in Hunt County, Texas.
8. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.
9. Severability and Enforceability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity of enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.
10. Full Intentions of Parties. This Agreement represents the full intentions of the parties and shall be interpreted according to the laws of the State of Texas.



# 11,565

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND HUNT COUNTY  
FOR THE STATE FISCAL YEAR 2011**

FILED FOR RECORD  
LINDA PROBY  
COUNTY CLERK HUNT CO. TX  
10 SEP -1 AM 8:25  
BY: [Signature] DEPUTY

OAG Contract No. 1121128

**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 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 accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE 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, with an option to extend up to an additional two years. The Vendor Certification includes a "Detail of Services", containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, 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 the later of September 1, 2010 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2011.

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

198-A

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 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 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. In particular, GRANTEE will execute a Services Agreement or a Service Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) of this contract; verify that the GRANTEE input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the GRANTEE; establish a SAVNS "Log" for GRANTEE to use for the purpose of recording all problems noted with the SAVNS system; to whom the problem was referred, and when the problem was resolved and 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 or Grant Contact.** 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 the contract.

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.

**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 Program Reports**

**4.2.** 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.

## **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 Request for Reimbursement.** OAG Grant funds are paid on a cost reimbursement basis. GRANTEE will submit a to the OAG a request 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. The request 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 Limited Pre-Reimbursement Funding to GRANTEE.** The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed GRANTEE's Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;
- b. An invoice from the Certified Vendor which includes the dates covered under the Maintenance Phase;
- c. A completed OAG form titled Verification of Continuing Production Record;
- d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
- e. A written justification explaining the need for pre-reimbursement funding.



The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within sixty (60) days of receiving the pre-reimbursement funding from the OAG.

**4.3.4 Audit Reports and Other Documents.** Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – "timely" means on or before May 31, 2011, (and, if this contract is extended, on or before May 31, 2012 and May 31, 2013), for a grantee whose fiscal year ends on August 31 of each year; 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 One Time Submission of Invoice for Request for Reimbursement to the OAG.** GRANTEE is responsible for submitting its invoice to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. Upon submission and approval of the GRANTEE's request for reimbursement, the GRANTEE will receive up to the full amount of "Total Grant Funds Available" as noted in Exhibit A.

Complete invoice submission instructions are described in the Texas SAVNS Program Request Procedures for FY 2011 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE 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.

**4.3.8 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.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 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 for FY 11 is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. Any change to the maximum liability of the OAG 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 and specifically amending this provision. 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 Reimbursement of Grantee Expenses.** The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**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 crisis.

**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.

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, 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 reasonably 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.

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 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 to the GRANTEE under this contract.

**6.4 Rights Upon Termination or Expiration.** Upon termination or expiration of this contract, the OAG will not reimburse GRANTEE, if after the notice of termination or expiration of this contract, the GRANTEE thereafter receives services from the Certified Vendor and seeks reimbursement for that time period from the OAG.

**6.5 Notice 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 may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

**8.1 Information, Excluding Invoices.** All correspondence, reports or notices, except invoices, must be submitted to:

Grants Management  
Office of the Attorney General  
Grants Administration Division, Mail Code 004  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Invoices.** All invoices must be submitted to:

Grants Financial Management  
Office of the Attorney General  
Grants Administration Division, Mail Code 004  
Post Office Box 12548  
Austin, Texas 78711-2548

## **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. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, \_\_\_14, State Assurances.

**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.

**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 comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

**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 OVAG 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.** 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.** Consistent with the OAG's Appropriation, Rider 12, in S.B. No. 1, Article I, Victims Assistance Grants, 81st Leg. Reg. Sess. (2009), 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.** The provisions of Section 1 are intended to be a general introduction to this 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 Exhibits A and B, 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. Exhibit A and B are attached and incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B.

**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**  
Eric J.R. Nichols  
Deputy Attorney General for Criminal Justice  
Attorney General or designee

\_\_\_\_\_  
Printed Name

Date: 7/20/10

**GRANTEE**

  
\_\_\_\_\_  
Judge John Horn

John L. Horn  
Printed Name

Date: 6-14-2010

**EXHIBIT A**

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND HUNT COUNTY  
FOR THE STATE FISCAL YEAR 2011**

**OAG Contract No. 1121128**

**Population Size: Medium**

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$15,564	\$ 2,719	12	\$18,283

**Limitation of Liability of the OAG.** The total liability of the OAG to GRANTEE 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 to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

**EIGHTEEN THOUSAND TWO HUNDRED EIGHTY-THREE and NO/100 (\$18,283)**

**Maximum Number of Months.** The maximum number of months is provided above. If this contract does not commence before September 1, 2010, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. 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  
FOR THE STATE FISCAL YEAR 2011**

**OAG Contract No. 1121128**

**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.

11, 566

# R-07 Service Agreement Renewal Notice

**County Copy**  
**Appriss**  
 Technology to serve and protect  
 10401 Linn Station Road  
 Louisville, KY 40223 3842  
 502-561-8463 800 816 0491  
 www.appriss.com

**DATE:** May 19, 2010  
**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, 2010  
**SERVICE AGREEMENT RENEWAL TERM:** 12 Months  
**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2011  
**PROJECT PRICING:** \$18,283

10 JUN 14 PM 2:17  
 [Handwritten initials and stamps]

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 Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

**Special Note:** Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 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.

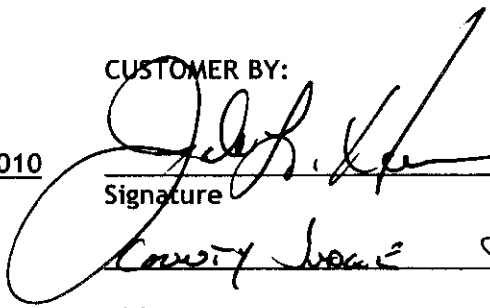
**AUTHORIZATION:**

APPRISS, INC., BY:

  
 Signature \_\_\_\_\_ Date 5/21/2010

Thomas R. Seigle  
 Executive Vice President  
 Public Safety Group

CUSTOMER BY:

  
 Signature \_\_\_\_\_ Date 6-14-2010  
 County Board John L. Hen  
 Title Name

11, 567

**MEMORANDUM OF UNDERSTANDING  
between  
HUNT COUNTY  
and the  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS'  
AREA AGENCY ON AGING**

10 JUN 14 PM 1:35  
BY [Signature]  
DEPUTY

**The North Central Texas Council of Governments' Area Agency on Aging (NCTAAA) agrees to:**

- ◆ Provide information, referral and assistance; benefits counseling; legal assistance; care coordination; long-term care ombudsman; homemaker; caregiver education and training; residential repair; emergency response; caregiver support coordination; health maintenance; income support; nursing home relocation; and caregiver respite services to Hunt County residents age 60 and over who qualify. Services shall be provided without charge to eligible clients.
- ◆ Provide funding to community-based contractor (i.e., Senior Center Resources and Public Transit) for nutrition and transportation services, using a methodology that allocates funds on the basis of the county's older residents, low-income older residents, and contractor effectiveness in serving eligible clients.
- ◆ Provide technical support to community-based contractor as requested.
- ◆ Assist with contractor's implementation and maintenance of software system used to report program performance to the NCTAAA and Texas Department of Aging and Disability Services.
- ◆ Provide timely allocation of funds and reimbursement to community-based contractor for allowable nutrition and transportation services, per the terms of said agency's contract.
- ◆ Conduct required fiscal and programmatic monitoring to enhance program efficiency and compliance with local, state, and federal regulations.
- ◆ Develop a strategic plan that identifies most critical needs of county's older persons and prioritizes services, based on identified needs.
- ◆ Coordinate service delivery with local providers to create and maintain comprehensive network of health and social services for older Hunt County residents and their family caregivers.

**Hunt County agrees to:**

- ◆ Make payment to the NCTAAA in the amount of \$6,976, as its proportionate share of the NCTAAA's match requirement. Such payment shall be made to the NCTAAA by May 31, 2011.
- ◆ Request technical assistance from the NCTAAA as needed.

**Period of Performance:**

This Memorandum of Understanding between Hunt County and the North Central Texas Council of Governments' Area Agency on Aging shall be in effect from October 1, 2010 through September 30, 2011.

FOR: NORTH CENTRAL TEXAS  
COUNCIL OF GOVERNMENTS

[Signature]  
Date: 6-17-10

HUNT COUNTY

[Signature]



11, 571



10 JUN 14 PM 1:36  
DEPUTY

**ADDENDUM TO THE  
WARRANTY, SUPPORT, AND LICENSE AGREEMENT**

This Addendum to the Warranty, Support and License Agreement ("Addendum") is made as of June 14, 2010 ("Addendum Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Hunt County ("Client"), a governmental subdivision of the State of Texas.

**WHEREAS**, Hart and Client entered into a Warranty, Support, and License Agreement on or about July 25, 2005 (the "Agreement"); and

**WHEREAS**, Hart and Client desire to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, Hart and Client hereby agree to amend certain of the provisions of the Agreement as follows:

- 1) **Definitions.** The following terms shall have the following respective definitions. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement for such term.
  - a) "Base Year" means 2010.
  - b) "Initial Term Commitment Period" means 5 years.
  - c) "Revised Termination Date" means December 12th, 2015.
  - d) "Second Term Commitment Period" means three (3) years.
- 2) **Initial Term Commitment.** The term of the Agreement shall be extended by the Initial Term Commitment Period such that it now ends on the Revised Termination Date. The Annual Fee for each year of the Initial Term Commitment Period shall be equal to the Annual Fee for the Base Year.
- 3) **Second Term Commitment.** After the Initial Term Commitment Period, Client may elect to renew for a period equal to the Second Term Commitment Period by sending written notice to Hart. For the Second Term Commitment Period, Hart may increase the Annual Fee one time at the beginning of such period by a maximum of four percent (4%) of the Annual Fee for the Base Year, and such adjusted fee shall apply for the remainder of the Second Term Commitment Period.
- 4) **Post-Commitment.** After the Initial Term Commitment Period and, if elected by the Client pursuant to Section 3 above, the Second Term Commitment Period, the Agreement may be renewed for subsequent one (1) year renewal terms at Client's discretion pursuant to the renewal provisions set forth in the Agreement. For each such one (1) year period, the Annual Fee may be increased in Hart's discretion subject to any maximum increase limits set forth in the Agreement.

- 5) **Applicability and Additional Equipment.** This Addendum and the services provided pursuant thereto apply only to the Hart Voting System version 6.x. Notwithstanding the rest of this Addendum, to the extent that Client purchases additional equipment or software during the Revised Term or thereafter, Client's Annual Fee will be increased accordingly pursuant to the Agreement and as mutually agreed upon by and between Client and Hart.
- 6) **Early Termination.** In the event that the Agreement is terminated prior to the end of the Revised Term either by Client for any reason other than as a result of Hart's default as defined in the Warranty, Support and License Agreement or by Hart as a result of Client's breach, Client shall pay to Hart a termination fee equal to the Annual Fee determined in accordance with Section 1 above, multiplied by the number of years remaining in the Revised Term for which the Annual Fee has not yet been paid. In addition, Client shall not be entitled to any refund or credit for Annual Fee payments made prior to such early termination.
- 7) **Representations.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform and carry out its obligations hereunder, (ii) the persons executing this Addendum on its behalf have express authority to do so, and, in so doing, to bind the party thereto; and (iii) the execution, delivery, and performance of this Addendum does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party.
- 8) **General.** This Addendum supersedes the relevant provisions of the Agreement and any prior amendments thereto. All unaffected provisions of the Agreement are and shall remain valid and binding in accordance with the terms of the Agreement. This Addendum is governed by the laws of the State of Texas without regard to principles of conflict of laws. This Addendum may be executed in multiple counterparts. Facsimile signatures shall be valid and binding.

IN WITNESS WHEREOF, the parties have entered into this Addendum to the Agreement as of the Addendum Effective Date.

Agreed and Accepted:

**Client**

Name: Almina Cook, Elections Administrator  
 Address: 2217A Washington  
 Greenville Tx 75401

Primary Phone: 903-454-5467  
 Facsimile: 903-454-7905  
 E-mail: mcook@huntcounty.net

Executed By:   
 Name: John Horn  
 Title: Hunt County Judge

**Hart**

Hart InterCivic, Inc.  
 15500 Wells Port Drive  
 Austin, Texas 78728  
 Attn.: Phillip W. Braithwaite  
 800-223-4278  
 800-831-1485  
 pbraithwaite@hartic.com

\_\_\_\_\_  
 Phillip W. Braithwaite  
 Senior Vice President & General  
 Manager

*This Addendum is not effective until executed by both parties.*