

12,073(1)

FY 2011

CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

FILED FOR RECORD
at 11:45 o'clock A M

AUG 22 2011

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

Agency Name: Hunt County Constable Pct. 1

Reporting Period:
(local fiscal year)

9/1/10 to 8/31/11

Agency Mailing Address: 2801 Stuart St.
Greenville, TX 75401

example:

01/01/11 to 12/31/11,
09/01/10 to 08/31/11 etc.

Phone Number: 903-453-6891

County: Hunt

Email Address: tjones@huntcounty.net

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

<p>A) Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.</p>	<p>\$ <u>Ø</u></p>
<p>B) Seizures During Reporting Period: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.</p>	<p>\$ <u>Ø</u></p>
<p>1) Amount seized and retained in your agency's custody.</p>	<p>\$ <u>Ø</u></p>
<p>2) Amount seized and transferred to the District Attorney pending forfeiture.</p>	<p>\$ <u>Ø</u></p>
<p>C) Interest Earned on Seized Funds During Reporting Period: Instructions: Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.</p>	<p>\$ <u>Ø</u></p>
<p>D) Amount Returned to Defendants/Respondents:</p>	<p>\$ <u>Ø</u></p>
<p>E) Amount Transferred to Forfeiture Account: Instructions: Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.</p>	<p>\$ <u>Ø</u></p>
<p>F) Ending Balance: Instructions: Add lines A, B(1), and C, subtract lines D and E, put total in line F.</p>	<p>\$ <u>Ø</u></p>

II. FORFEITED FUNDS

A) Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$	0
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	\$	0
C) Interest Earned on Forfeited Funds During Reporting Period : Instructions: Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	\$	0
D) Proceeds Received by Your Agency From Sale of Forfeited Property: Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	\$	0
E) Total Expenditures of Forfeited Funds During Reporting Period: Instructions: From Total on Section VI.	\$	0
F) Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	\$	0

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)				
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description:				
Other Property -Description:				
Other Property -Description:				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	0
B) Real Property (the number of separate parcels of property, not a currency amount):	0
C) Computers (the number of computers, not a currency amount):	0
D) Firearms (the number of firearms, not a currency amount):	0
E) Other (the number of items, not a currency amount):	0

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	0
B) Real Property (the number of separate parcels of property, not a currency amount):	0
C) Computers (the number of computers, not a currency amount):	0
D) Firearms (the number of firearms, not a currency amount):	0
E) Other (the number of items, not a currency amount):	0

VI. EXPENDITURES

Instructions: This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) SALARIES		
1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$	0
2. Salary Budgeted Solely From Forfeited Funds:	\$	0
3. Number of Employees Paid Using Forfeiture Funds:		0
TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		0 \$
B) OVERTIME		
1. For Employees Budgeted by Governing Body:	\$	0
2. For Employees Budgeted Solely out of Forfeiture Funds:	\$	0
3. Number of Employees Paid Using Forfeiture Funds:		0
TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		0 \$

C) EQUIPMENT

1. Vehicles:	\$	0
2. Computers:	\$	0
3. Firearms, Vests, Personal Equipment:	\$	0
4. Furniture:	\$	0
5. Software:	\$	0
6. Maintenance Costs:	\$	0
7. Uniforms:	\$	0
8. K9 Related Costs:	\$	0
9. Other (Provide Detail on Additional Sheet):	\$	0
TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		\$ 0

D) SUPPLIES

1. Office Supplies:	\$	0
2. Cellular Air Time :	\$	0
3. Internet:	\$	0
4. Other (Provide Detail on Additional Sheet) :	\$	0
TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		\$ 0

E) TRAVEL

1. Total In State Travel	\$	0
a) Lodging:	\$	0
b) Air Fare:	\$	0
c) Meals (including per diem):	\$	0
d) Car Rental:	\$	0
2. Total Out of State Travel	\$	0
a) Lodging:	\$	0
b) Air Fare:	\$	0
c) Meals (including per diem):	\$	0
d) Car Rental:	\$	0
3. Fuel:	\$	0
4. Parking:	\$	0

5. Other (Provide Detail on Additional Sheet):

\$

~~0~~

TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:

\$

~~0~~

F) TRAINING

1. Fees (Conferences, Seminars):

\$

~~0~~

2. Materials (Books, CDs, Videos, etc.):

\$

~~0~~

3. Other (Provide Detail on Additional Sheet):

\$

~~0~~

TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS

\$

~~0~~

G) INVESTIGATIVE COSTS

1. Informant Costs:

\$

~~0~~

2. Buy Money:

\$

~~0~~

3. Lab Expenses:

\$

~~0~~

4. Other (Provide Detail on Additional Sheet):

\$

~~0~~

TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:

\$

~~0~~

H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE

1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)):

\$

~~0~~

2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):

\$

~~0~~

TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)):

\$

~~0~~

I) FACILITY COSTS

1. Building Purchase:

\$

~~0~~

2. Lease Payments:

\$

~~0~~

3. Remodeling:

\$

~~0~~

4. Maintenance Costs:

\$

~~0~~

5. Utilities:

\$

~~0~~

6. Other (Provide Detail on Additional Sheet):

\$

~~0~~

TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:

\$

~~0~~

J) MISCELLANEOUS FEES

1. Court Costs:

\$

~~0~~

2. Filing Fees:

\$

~~0~~

3. Insurance:	\$	0
4. Witness Fees:	\$	0
5. Audit Costs and Fees:	\$	0
6. Other (Provide Detail on Additional Sheet):	\$	0
TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		\$ 0

K) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$	0
L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):	\$	0
M) TOTAL EXPENDITURES:	\$	0

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

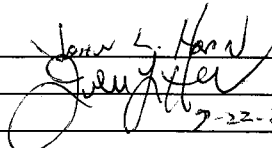
CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY
MANAGER
(Printed Name):

SIGNATURE:

DATE:



 7-22-2011

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name):

SIGNATURE:

 Terry Jones

DATE: _____

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure or has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

1) Airport Police	9) Police Departments
2) City Attorney*	10) Public Universities and Junior Colleges
3) City Marshal	11) School Districts with Police Departments
4) Constables	12) Sheriff Departments
5) County Attorney	13) State Agencies
6) District Attorneys	14) Task Forces
7) Fire Departments / Fire Marshal	15) Water Districts
8) Hospital Districts	

* City attorneys are only required to fill out this form if their city has a population over 250,000.

WHO IS REQUIRED TO PERFORM THE AUDIT?

If an agency is governed by a Commissioner's Court or City Council, the Commissioners Court or City Council is required to perform the audit pursuant to Art. 59.06(g)(1) of the Code of Criminal Procedure. For attorneys representing the state, this means that the Commissioners Court shall perform the audit (in a multi-county district, all commissioners courts in the district shall perform the audit).

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

You may use the Chapter 59.069(l) Certification (available on our website) or simply fill out the form with zeros, sign, and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 60 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 60 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.

WHAT IF I HAVE CONFIDENTIAL EXPENDITURES THAT MIGHT COMPROMISE INVESTIGATIONS IF DETAILED IN THE REPORT?

If breaking out confidential informant payments and buy money as shown on the form might compromise investigations, please fill out only the Total Investigative Costs line and attach an explanation of the reasons for this to the report.

FY 2011

CHAPTER 59.06(l) CERTIFICATION

Chapter 59.06 (l) provides that if your agency did not receive any proceeds or property, or expend any Chapter 59 funds, the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process we are providing you with this certification:

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.06 (l) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed
Name):

Terry Jones

SIGNATURE:

DATE:

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

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THANK YOU.

12,073(2)

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

FILED FOR RECORD
at 11:45 o'clock A M

AUG 22 2011

By County Clerk Jennifer Lindenzweig
JENNIFER LINDENZWEIG
County Clerk Hunt County, TX

Agency Name: HUNT COUNTY CONSTABLE PCT. 4

Reporting Period:
(local fiscal year)

10-1-10 To 9-30-11

Agency Mailing Address: P.O. Box 494
QUINLAN, TX. 75474

example:

01/01/11 to 12/31/11,
09/01/10 to 08/31/11 etc.

Phone Number: 903-356-4543

County: HUNT

Email Address: KLAYTON@HUNT COUNTY.NET

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

<p>A) Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.</p>	<p>\$ -0-</p>
<p>B) Seizures During Reporting Period: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.</p>	
<p>1) Amount seized and retained in your agency's custody.</p>	<p>\$ -0-</p>
<p>2) Amount seized and transferred to the District Attorney pending forfeiture.</p>	<p>\$ -0-</p>
<p>C) Interest Earned on Seized Funds During Reporting Period: Instructions: Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.</p>	<p>\$ -0-</p>
<p>D) Amount Returned to Defendants/Respondents:</p>	<p>\$ -0-</p>
<p>E) Amount Transferred to Forfeiture Account: Instructions: Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.</p>	<p>\$ -0-</p>
<p>F) Ending Balance: Instructions: Add lines A, B(1), and C, subtract lines D and E, put total in line F.</p>	<p>\$ -0-</p>

II. FORFEITED FUNDS

A) Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$ -0-
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	\$ -0-
C) Interest Earned on Forfeited Funds During Reporting Period : Instructions: Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	\$ -0-
D) Proceeds Received by Your Agency From Sale of Forfeited Property: Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	\$ -0-
E) Total Expenditures of Forfeited Funds During Reporting Period: Instructions: From Total on Section VI.	\$ -0-
F) Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	\$ -0-

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	-0-			
2) REAL PROPERTY (Count each parcel seized as one item)	-0-			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	-0-			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	-0-			
5) Other Property - Description: _____	-0-			
Other Property -Description: _____	-0-			
Other Property -Description: _____	-0-			

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	- 0 -
B)	Real Property (the number of separate parcels of property, not a currency amount):	- 0 -
C)	Computers (the number of computers, not a currency amount):	- 0 -
D)	Firearms (the number of firearms, not a currency amount):	- 0 -
E)	Other (the number of items, not a currency amount):	- 0 -

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	- 0 -
B)	Real Property (the number of separate parcels of property, not a currency amount):	- 0 -
C)	Computers (the number of computers, not a currency amount):	- 0 -
D)	Firearms (the number of firearms, not a currency amount):	- 0 -
E)	Other (the number of items, not a currency amount):	- 0 -

VI. EXPENDITURES

Instructions: This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	SALARIES	
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$ - 0 -
2.	Salary Budgeted Solely From Forfeited Funds:	\$ - 0 -
3.	Number of Employees Paid Using Forfeiture Funds:	- 0 -
TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		\$ = 0 -
B)	OVERTIME	
1.	For Employees Budgeted by Governing Body:	\$ - 0 -
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$ - 0 -
3.	Number of Employees Paid Using Forfeiture Funds:	- 0 -
TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		\$ = 0 -

C) EQUIPMENT	
1. Vehicles:	\$ -0-
2. Computers:	\$ -0-
3. Firearms, Vests, Personal Equipment:	\$ -0-
4. Furniture:	\$ -0-
5. Software:	\$ -0-
6. Maintenance Costs:	\$ -0-
7. Uniforms:	\$ -0-
8. K9 Related Costs:	\$ -0-
9. Other (Provide Detail on Additional Sheet):	\$ -0-
TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ -0-

D) SUPPLIES	
1. Office Supplies:	\$ -0-
2. Cellular Air Time :	\$ -0-
3. Internet:	\$ -0-
4. Other (Provide Detail on Additional Sheet) :	\$ -0-
TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ -0-

E) TRAVEL	
1. Total In State Travel	\$ -0-
a) Lodging:	\$ -0-
b) Air Fare:	\$ -0-
c) Meals (including per diem):	\$ -0-
d) Car Rental:	\$ -0-
2. Total Out of State Travel	\$ -0-
a) Lodging:	\$ -0-
b) Air Fare:	\$ -0-
c) Meals (including per diem):	\$ -0-
d) Car Rental:	\$ -0-
3. Fuel:	\$ -0-
4. Parking:	\$ -0-

5. Other (Provide Detail on Additional Sheet):	\$ -0-
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

F) TRAINING	
1. Fees (Conferences, Seminars):	\$ -0-
2. Materials (Books, CDs, Videos, etc.):	\$ -0-
3. Other (Provide Detail on Additional Sheet):	\$ -0-
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$ -0-

G) INVESTIGATIVE COSTS	
1. Informant Costs:	\$ -0-
2. Buy Money:	\$ -0-
3. Lab Expenses:	\$ -0-
4. Other (Provide Detail on Additional Sheet):	\$ -0-
TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE	
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)):	\$ -0-
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$ -0-
TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)):	\$ -0-

I) FACILITY COSTS	
1. Building Purchase:	\$ -0-
2. Lease Payments:	\$ -0-
3. Remodeling:	\$ -0-
4. Maintenance Costs:	\$ -0-
5. Utilities:	\$ -0-
6. Other (Provide Detail on Additional Sheet):	\$ -0-
TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ -0-

J) MISCELLANEOUS FEES	
1. Court Costs:	\$ -0-
2. Filing Fees:	\$ -0-

3. Insurance:	\$ -0-
4. Witness Fees:	\$ -0-
5. Audit Costs and Fees:	\$ -0-
6. Other (Provide Detail on Additional Sheet):	\$ -0-
TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	
	\$ -0-

K) **TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:** \$ -0-

L) **TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):** \$ -0-

M) **TOTAL EXPENDITURES:** \$ -0-

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

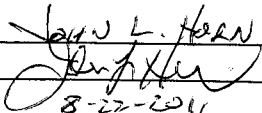
CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY
MANAGER
(Printed Name):

SIGNATURE:

DATE:

Jay L. Kern

 8-27-2011

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): _____

SIGNATURE: _____

12,073(3)

- Section
- 1. Public Official
- 2. Fidelity
- 3. Personal
- 4. Release, Receiver, etc.
- 5. Court
- 6. License
- 7. Lost Securities

Western Surety Company

- Individual
- Partnership
- Corporation
- Limited Liability Company

Form 10 APPLICATION FOR BOND - ANY KIND

Applicant (For partnership, give full names of partners and trade name. Please print or type) CLINTON FRANK PRASLICKA Social Security # 452-27-7392 Age 38 Married Single

Residence Address 6862 MEADOW RIDGE CIRCLE (Street and Number) City NEVADA (State) TX (Zip) 75173

Business Address 108 E. MAIN (Street and Number) City QUINLAN (State) TX (Zip) 75474

Occupation or business RESERVE CONSTABLE Previous Surety Yes No (If yes, give name and reason for change)

Type of Bond Official Bond Amount of Bond 2000.00 Effective Date _____

Complete name and address of Obligee Constable Kent Layton, 108 E Main, Quinlan, TX 75474

FINANCIAL STATEMENT as of _____
 Check applicable section on the reverse side to see whether a financial statement is necessary.
 Check one: Business Financial Statement Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
Stocks + Bonds - Describe		Taxes due & accrued	
Notes Receivable - Describe		Notes Payable to bank	
Merchandise or Material in Stock		Notes Payable to Others (Describe)	
Accounts Receivable		Mortgage on Real Estate	A
Real Estate, Homestead	A	Mortgage on Real Estate	B
Real Estate, Investment	B	Other Liabilities - Describe	
Furniture and Fixtures		TOTAL LIABILITIES	
Other Assets - Describe		Capital Stock (Paid in)	
TOTAL ASSETS		NET WORTH OR SURPLUS	
		TOTAL Liabilities and Net Worth	

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- 1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due.
- 2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- 3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- 4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- 5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- 6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- 7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond.
- 8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract, and
- 9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- 10) That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57102, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant.
- 11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this 2 day of August 2011

AGENT'S SIGNATURE _____

AGENT'S NAME _____

AGENT'S TITLE _____

AGENCY'S RECOMMENDATION

Our recommendation will be placed and may be the difference between getting a refund or not. You know how thin of the applicant.

AGENCY'S CHECK HERE (with corresponding and appropriate words as written on back)

FILED FOR RECORD
 at 1:45 o'clock
 AUG 22 2011
 By JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX.

1 **PUBLIC OFFICIAL BOND**
NO FINANCIAL STATEMENT NECESSARY.

City/Town: _____ State: _____
 No. of Bonds: _____ Amount: _____
 Date: 10/24/00 Expires: X 7-8-11 1.5 yrs.
 Issued by: _____
 Name of Principal or Obligee: _____

2 **FIDELITY BOND**
NO FINANCIAL STATEMENT NECESSARY.

Applicant Name: _____
 Will applicant sign? No Yes
 Signature of insured? Yes No
 Regular agent? Yes No
 By whom? _____
 Any bank accounts opened for you or not authorized to open? Yes No
 Not charged from the insurance? Yes No
 Last policy held? _____
 Last date of term? _____

3 **PROBATE BOND**
NO FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Name of decedent/ward: _____ Date of death: _____
 Date of appointment of applicant? _____
 Is applicant member of the estate or trust? Yes No
 Name and address of attorney (Name, address, state, county, city) if any intervention: _____
 Will the attorney remain involved throughout the duration of this estate? Yes No
 Name, age, and health status of applicant: _____
 minor deceased incompetent ward
 Are guardianship funds to be used for support of ward? Yes No
 Approximately how much per month? _____
 (Please send copy of court order authorizing monthly expenditures.)
 What is the source of the guardianship funds? (If an insurance settlement, do not execute the bond, instead refer to an underwriter.)
 Who are the heirs of this estate? _____
 Has anyone objected to the applicant's appointment as fiduciary? Yes No
 Will any going business (including farms) of the estate be continued by fiduciary? (If yes, send a copy of court order.) Yes No
 Is this bond prepared on the demand of an interested person? Yes No
 Name and address of court: _____
 What other appointment or procedure is being followed with respect to this estate? _____

4 **REFEREE'S RECEIVER'S TRUSTEE'S BOND**
NO FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Plaintiff: _____
 Name and address of principal's attorney: _____
 Defendant: _____
 Name and location of court: _____
 Amount of claim sought: _____

5 **COURT BOND OTHER THAN 3 AND 4**
FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Name and location of court: _____ Name of defendant: _____
 Name and address of obligee: _____
 If an execution or Restraint Order bond, does applicant anticipate a corporate or collection action against him? Yes No
 If so, submit for underwriting.
 Caption (prepare 3 bonds without name of principal or obligee): _____

6 **LICENSE AND PERMIT BOND**
FINANCIAL STATEMENT NECESSARY WHERE STATE IS THE OBLIGEE.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Not worth: _____
 Public liability insurance carried? Yes No (five limits)
 Property damage insurance carried? Yes No (five limits)

7 **LOST SECURITIES BOND**
FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Serial Number and description of instrument (attach a copy or sample of the instrument): _____
 Date of instrument: _____
 Payable to applicant only? Yes No
 If any, who is it payable to? _____
 Are proceeds endorsed? Yes No
 Has notice of loss been given? Yes No
 (When? _____ To Whom? _____)
 If registered, in whose name? _____
 If check, has payment been stopped? Yes No
 If a deed of trust or note, has either been involved in a lawsuit? Yes No
 Was a judgement obtained? Yes No



Western Surety Company

HOME OFFICE:

P.O. Box 5077
 Sioux Falls, South Dakota 57117 5077
 (605) 336-0850
 FAX (605) 335-0357

12,073(4)

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
HUNT COUNTY
FOR E9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE
MAINTENANCE**

FILED FOR RECORD M
at 11:45 o'clock
AUG 22 2011
By County Clerk Jennifer Lindenzweig
Hunt County, Tex

Article 1: Parties & Purpose

- 1.7 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.8 Hunt County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.9 Hunt County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.10 The local government is required to perform database maintenance activities as mandated in CSEC Rule 251.9.
- 1.11 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.12 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by

- NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 The basic equipment categories are:

- d. 9-1-1 Equipment
 - iii. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - iv. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- e. Database Maintenance/GIS Equipment
 - vii. Computers – hardware and software
 - viii. Digitizers, Printers and Plotters
 - ix. Road Sign Machines and Materials
 - x. GPS Receivers and software
 - xi. Distance Measuring Devices (DMD)
 - xii. GIS Workstations and software
- f. Ancillary Equipment
 - iii. Uninterruptible Power Supply (UPS)
 - iv. Recorders

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).

3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.

3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.

3.8 A physical inventory shall be conducted annually by NCTCOG.

3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Field Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Field Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 1. via email to support@nct911.org
 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 3. <http://tracker.nctcog.org/scg>

Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government shall provide a copy of the agencies approved Learning Objectives and Lesson Plan (that meets or exceed standards) to NCTCOG 9-1-1 and document in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.26 Ensure that 9-1-1 telecommunicators meet minimum training best practices developed by CSEC and posted on their website.
- 3.27 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.28 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.29 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by TCLEOSE mandated rules and regulations for telecommunicator requirements.
- 3.30 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.31 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment D). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.32 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.33 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.34 Local Government shall provide current access or security policies to NCTCOG.
- 3.35 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.36 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.37 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.38 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.39 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.40 Test alternate routing switch(es) once a month and so note on the log. If there is a problem, Local Government shall notify the NCTCOG Technical Team. If the problem is not resolved within 24 hours, the PSAP shall notify NCTCOG's PSAP Field Specialist.
- 3.41 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.42 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.43 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.44 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.45 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.46 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.47 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.48 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.49 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by going to the released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.50 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.51 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*

- 3.52 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.53 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.54 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.55 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
- 3.56 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.57 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
- 3.58 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 3.59 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.60 PSAP Agency shall test generator at least monthly to insure that all NCTCOG equipment remains functional. All tests shall be reported monthly to the PSAP Operations Specialist
- 3.61 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.

Performance Monitoring

- 3.62 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services, the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.3 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.4 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government

- cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
 - 5.4 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements, which are under review and subject to change.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.

- 11.3 Local Government's address is:
Hunt County Courthouse
P.O. Box 1097
Greenville, TX 75403
Attention: Judge John Horn
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2011 on behalf of NCTCOG and Local Government, and it ends on August 31, 2013. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

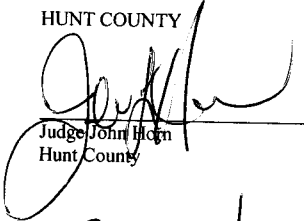
Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:
- Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
 - Manual ALI Query Request (Attachment B)
 - NCTCOG Equipment Room Site Requirement (Attachment C)
 - NCTCOG Host Agreement (Attachment D) where applicable
 - NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)
 - NCTCOG GIS Requirements

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

HUNT COUNTY



Judge John Hoot
Hunt County

Date

8-22-2011

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS



Mike Eastland
Executive Director

Date

Attachment A
Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)
And Addendum

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall

advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

- 2.5 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C - Post Award Requirements, Section .20 - Standards for Financial Management Systems - which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
 - (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
 - (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
 - (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 The Commission shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2010-2011 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.
- 6.3 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.4 The RPC shall assist the Commission in creating comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.5 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the governor's office is required to use federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.6 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money

allocated to the RPC in accordance with Health & Safety Code, Section 771.078, and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 8.4 The request shall include a narrative description of what the 9-1-1 funds are to be used for, and how these expenditures relate to the RPC's strategic plan.
- 8.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and applicable law. Upon review and approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) Projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) Strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:
- (a) Financial information regarding administrative and program expenses; and
 - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs.

Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

- 13.1 The RPC shall work with the Commission and the local governments to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 13.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2009, and shall terminate on August 31, 2011.

AGREED TO:

Paul Mallett
 Paul Mallett
 Executive Director
 Texas Commission on State Emergency Communications
 333 Guadalupe, Suite 2-212
 Austin, Texas 78701-3942

7/23/09
 Date

Mike Eastland
 Mike Eastland
 Executive Director
 North Central Texas Council of Governments
 P. O. Box 5888
 Arlington, Texas 76005

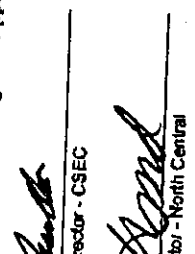
7/24/09
 Date

RECEIVED
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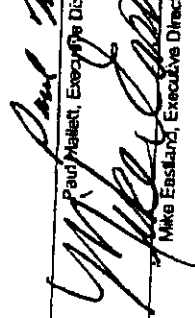
ATTACHMENT "A"
FY 2010-2011 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for the: North Central Texas Council of Governments

Regional Planning Commission 9-1-1 Program Budget	Appropriation Year 2010						Appropriation Year 2011							
	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement			Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement				
	Program	Administration	Total	Program	Administration	Total	Program	Administration	Total	Program	Administration	Total		
Original Budget	\$7,020,944	\$849,643	\$7,870,587	\$85,000		\$7,935,587	\$6,301,568	\$879,843	\$7,181,411			\$355,000	\$7,536,411	
Current Approved Budget	\$7,020,944	\$849,643	\$7,870,587	\$65,000		\$7,935,587	\$6,301,568	\$879,843	\$7,181,411			\$355,000	\$7,536,411	
Method of Finance														
Appropriated Service Fees			7,870,587			7,870,587			7,181,411				355,000	\$7,536,411
Total Service Fee Method of Finance			\$7,870,587			\$7,870,587			\$7,181,411				\$355,000	\$7,536,411
Appropriated Equalization Surcharge						\$0								\$0
Total Surcharge Method of Finance			\$0			\$0			\$0				\$0	\$0
Total Method of Finance			\$7,870,587			\$7,870,587			\$7,181,411				\$355,000	\$7,536,411

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.



 Paul Mallett, Executive Director - CSEC



 Mike Esfandi, Executive Director - North Central

Date: 7/27/10
 Date: 7/27/10

RECEIVED
 JUL 31 2009
CSEC

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: _____

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at <Insert PSAP Name here>.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax or email this form back no later than September 15, 2011 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: hperez@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Attachment C
NCTCOG Equipment Room Site Requirements



NCTCOG
TELEPHONE EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY
(Complete specifications are attached)

Your electrician must work closely with the telephone installers to assure all room requirements are followed and completed by the equipment room ready date.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the P.B.X. room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the Meridian 1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the Meridian 1, equipment room personnel and the lighting.
- For estimates on BTU output of the equipment, please consult with on site installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss. (exact number, location and type of receptacles required will be supplied by the telephone installer)
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
NCTCOG Host Agreement (If applicable)

Attachment E
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2011 to August 31, 2013

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALI. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
 - The following data at a minimum will be incorporated:
 - Pre-directional
 - Street Name
 - Type
 - Post Directional
 - 9-1-1 Community Boundary both left and right
 - Address Ranges (left from, right from, left to, right to)
 - ESN Boundary both left and right
 - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum will be incorporated:
 - Structure Number
 - Structure Street Name
 - Structure 9-1-1 Community Name
 - Latitude Coordinate
 - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be incorporated:
 - Emergency Service Number (ESN)
 - Law Responders
 - Fire Responders
 - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - 9-1-1 Community Name
- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name

-
- Common place points spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - Common Place Name
 - Common Place Type

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file or geodatabase format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The addressing agent shall track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the

County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

GIS Accuracy Based Reimbursement

NCTCOG shall provide reimbursement to mapping entities in an effort to alleviate and/or severely reduce the number of MSAG to GIS database mismatching records. NCTCOG's goal is to achieve 98% accuracy within the fiscal year 2011 of the reimbursement program.

In the fiscal year 2011 the program will focus on reducing mismatching records by establishing funding levels for each county. The error rate will be broken into two categories; county and city. Quarterly targets shall be established and monitored monthly to ensure the effort is on track.

In cases where the rate of improvement does not track with achieving the 98% target, corrective action will be discussed with the county. This may include using allocated reimbursement funds to obtain outside help to meet the target.

NCTCOG's annual reimbursement to mapping entities shall be divided into four categories: Maintenance (Base), Maintenance (Variable), Remediation and Projects.

NCTCOG shall fund each category with the approximate percentage of available funds shown below:

Category	Percentage
Maintenance Base	25
Maintenance Variable	25
Remediation	40
Projects	10

Maintenance (Base)

Each GIS entity within NCTCOG's GIS program shall continue to receive a reimbursement to support new address and streets added to the database. This is considered the Maintenance (Base) reimbursement¹.

Funds from this category will be distributed equally among counties. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Category Funding Total}}{\text{Number of Counties}}$$

Maintenance (Variable)

This category is established to provide additional reimbursement based on the number of database records.

The county shall be reimbursed based on its proportional share of the total regional records. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Record Count}}{\text{Regional Record Count}} \times \text{Category Funding Total}$$

Remediation

The remediation category provides reimbursement for the effort required to bring the GIS databases in the county and cities within the county to the 98% accuracy objective.

The county shall be reimbursed its weighted share based on the percentage of records (including county and city databases) mismatching as of the beginning of the fiscal September 1, 2010.

$$\text{Reimbursement} = \left(\frac{\text{Record Count}}{\text{Regional Record Count}} \times \frac{\text{Mismatched Record Count}}{\text{Record Count}} \right) \times \text{Category Funding Total}$$

Projects

Projects submitted by the counties are established to improve city database accuracy to meet the 98% objective. The process below shall be used:

1. NCTCOG shall provide database statistics to the county to include:
 - a. Total number of regional records

¹ All record counts include the sum of county and city records unless otherwise specified.

- b. Total number of county records
 - c. Total number of city records within the county
 - d. Percent mismatch in the county database
 - e. Percent mismatch in the database for each city within the county
2. The county shall establish a project plan identifying city database(s) involved, the process for resolving mismatches, specific improvement targets and the process for ongoing maintenance of the data.
 3. NCTCOG shall set-up Project Kickoff meeting where the overall reimbursement plan will be presented and discussed. All counties shall be invited.
 4. The county shall execute the project plan including results in the aforementioned monthly report to NCTCOG.

NCTCOG shall monitor the county reports to determine results are on track to meet the overall objective. Should the results indicate targets are not being met, NCTCOG shall contact the county to discuss progress and a remedial plan to get back on track. This remedial plan may include utilizing funds to acquire outside assistance.

Requirements for GIS & Database Maintenance
Effective April 1, 2009

Introduction

Geographic Information Systems has redefined emergency response over the last decade. It is now assumed that a 9-1-1 call placed from a traditional land-line telephone can be plotted on a map automatically and wireless callers can be pinpointed accurately. The need for accurate GIS data is even more critical because it is no longer used solely for display on a screen as a visual cue for a dispatcher to evaluate and determine the appropriate responders. GIS is now beginning to drive the actual routing of emergency calls, which before were hard-coded entries in a database. GIS has taken a lead role in defining emergency response for the coming decades.

In reviewing the National Emergency Number Association (NENA) best practices documentation¹, the Texas Commission On State Emergency Communications (CSEC) Recommended Best Practices for GIS and Mapping² and the findings of a process and data audit performed by L. Robert Kimball and Associates, consultant to the 9-1-1 program, NCTCOG endorses the minimum GIS requirements and through the following paragraphs, incorporates them into the Agreement between NCTCOG and the County as an amendment.

GIS Requirements:

The Commission on State Emergency Communications' (CSEC) requires local addressing programs to follow the state's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VI. Map Base Layers and Data Fields, are required to be followed to meet the Minimum Map Base Layers (road network, political boundaries [incorporated cities and MSAG communities], and ESZ boundaries) and for the address structures Recommended Map Base Layer. Together, these GIS layers form the Core GIS Layers that support optimum addressing activities throughout the region. In an attempt to stay up to date and to provide as much assistance as possible, NCTCOG encourages the counties to forward this data at least quarterly to NCTCOG's 9-1-1 Program using any currently supported ESRI data format. It is suggested that the counties, at a minimum, back up the Core GIS Layers weekly.

To assure accurate and complete GIS information, it is necessary to follow CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VII. Database. Attribution of the Core GIS Layers containing address information (road network and address structures) must match the related Master Street Address Guide (MSAG) fields.

CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module V. Positional Accuracy specifies the positional tolerance of map data to be within 33 feet of the actual location. NCTCOG requires that all new data be created within these recommended tolerances. Legacy data that appears to violate the positional tolerance standard when viewed against current aerial imagery shall be adjusted using the current aerial imagery or GPS (Global Positioning System) capable of satisfying the

requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon shall precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveways is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability
- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator shall

assign addresses on the final development plat prior to its approval. Developers shall provide the Addressing Coordinator with a paper copy of the final development plat and a geo-referenced Computer Aided Drafting (CAD) file or ESRI shape files. If changes are made to the as-built plat, they shall be communicated to the Addressing Coordinator, so that the map may be accurately revised.

NCTCOG encourages the County to maintain a list of contacts of all local addressing authorities within the county. NCTCOG's 9-1-1 Program or the County will host meetings at the County to discuss issues affecting GIS and 9-1-1 addressing, such as recent or future growth, boundary disputes, addressing practices, or aerial imagery acquisition. Meetings will be held annually at a minimum, and the County Addressing Coordinator or NCTCOG 9-1-1 Program will be responsible for sending invitations. In coordination with the NCTCOG 9-1-1 Program, the County will be responsible for setting the agenda, and documenting participation, and following up on issues raised by meeting attendees. Invitees shall include the local addressing authorities, GIS staff within cities and the County, and any other persons deemed necessary by any city, or the County.

It is recommended that communications take place regularly between the Addressing Coordinator and any relevant addressing personnel from the cities. The purpose of the meetings is to address any addressing issues that may be of concern to all parties.

Conflicts and problems related to the 9-1-1 GIS data maintained by the County shall be resolved by the County, if at all possible. If any issue regarding the GIS data arises which the County cannot resolve, the County shall contact NCTCOG for assistance in order to help determine the best course of action.

It is the County's responsibility to resolve any discrepancies between the Core GIS Layers and the information displayed at the PSAP, as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program in writing that the discrepancies have been corrected and will be included in the next update.

The County shall provide city boundary updates to NCTCOG's 9-1-1 Program when they are communicated to the County.

The County is requested to annually validate and document Fire District and Emergency Medical Service boundaries, and provide updates to NCTCOG's 9-1-1 Program.

Database Requirements:

It is important for the County to meet all of the requirements set forth in the Texas Administrative Code TITLE 1 (Administration) PART 12 (Commission on State Emergency Communications) CHAPTER 251 (Regional Plans--Standards) RULE §251.9 Guidelines for Database Maintenance Funds³.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

¹http://www.nena.org/media/File/02-014_20070717.pdf

²<http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approved.pdf>

³[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9)

12,073(9)
SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HUNT COUNTY
FOR THE STATE FISCAL YEAR 2012

FILED FOR RECORD
at 11:35 o'clock
AUG 22 2011

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX.
[Signature]

OAG Contract No. 1224633

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. The OAG extended the term until August 31, 2012. 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 September 1, 2011, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2012.

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 contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

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

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

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

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

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

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

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

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

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

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

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

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution

of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

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

4.2 Programmatic Reports

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

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

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

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

4.3 Financial Matters

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

4.3.2 Requests for Reimbursement. OAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation. The OAG may limit the requests for reimbursement to time periods of less than 12 months.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2012, (and, if this contract is extended, for each additional year), GRANTEE will submit fiscal year end required reports.

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

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), if included in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – “timely” means on or before May 31, 2012, (and, if this contract is extended, for each additional year), 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 Timing of Submission of Invoices for Requests for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting its invoices 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. The OAG may limit the requests for reimbursement to time periods of less than 12 months. Upon submission and approval of the GRANTEE’s requests for reimbursement, the GRANTEE may receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 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.

4.3.10 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 (or Renewal Notice) with the Certified Vendor for the time period covered by this contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this contract;
- c. A completed OAG form "Verification of Continuing Production Record";
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, 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 ten (10) days of receiving the pre-reimbursement funding from the OAG.

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

5.3 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 contract.

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

SECTION 6. TERMINATION

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

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

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

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

6.4 Refund to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE 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 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 generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

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

OAG-Grants@oag.state.tx.us If requested or approved by the OAG, other programmatic reports, may be submitted to:

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

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

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

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

OAG-Grants@oag.state.tx.us

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

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

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

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

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

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will

be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

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

SECTION 11. SPECIAL TERMS AND CONDITIONS

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

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

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the

extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

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

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

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

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

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

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

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

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

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

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


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

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

OFFICE OF THE ATTORNEY GENERAL

HUNT COUNTY

Attorney General or designee



Authorized Official

Printed Name

Printed Name

Date: _____

Date: 8-22-2011

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HUNT COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1224633

Population Size: Medium

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

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$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 00/100 (\$18,283)

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

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HUNT COUNTY
FOR THE STATE FISCAL YEAR 2012**

OAG Contract No. 1224633

OAG CERTIFICATIONS AND ASSURANCES

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

(1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

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

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

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

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

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

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

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection 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.

May 19, 2011

12,073(10)

Appriss

Technology to serve and protect

The Honorable Judge John Horn
Hunt County Judge's Office
2500 Lee Street
Greenville, TX 75401

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

FILED FOR RECORD
at 11:45 o'clock A.M.
AUG 22 2011
By JENNIFER LINDENZWEIG
County Clerk - Hunt County, Tex.
S. Lindenzweig

Judge Horn:

This letter is to walk you through the 2012 renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period will end as of August 31, 2011.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2012. **We would like to have all Service Agreement Renewals back to our office no later than July 29, 2011, so we have plenty of time to process.** In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-08 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date.
- **Service Agreement Renewal.** This agreement is between Appriss and Hunt County. The cost of the renewal should agree with Exhibit R-08. Please sign the enclosed documents and return one copy to Appriss at the above address, one copy to Chris Gersbach at the Texas Attorney General's Office – MC-004 at P.O. Box 12548, Austin, TX 78711-2548 and retain one copy for your records.

Note: Invoices for the fiscal year 2012 will not be mailed to the County until September 1, 2011.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Sincerely,
Appriss Inc.



Colleen G. Heslin
Account Specialist

Enclosures

**Exhibit R-08 Maintenance Renewal
Automated Victim Notification Services
Hunt County**

Category: Pilot - Medium

Subject to the terms and conditions included in the Agreement, this **Exhibit R-08 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2012.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/12	Total Maintenance Amount Due
\$15,564	\$2,719	\$18,283	12 Months	\$18,283

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

Vendor Certification Verbiage

Pricing Model for FY 2011, and if Vendor Certification extended, Pricing Model for FY 2012 and FY 2013

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, contains a 2% increase from the Pricing Model for FY 2010.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, covers “Annual Standard Maintenance Fee” and “Standard Maintenance Work” done by the Certified Vendor related to an entity changing their booking system from their existing VINE-supported booking system to a new VINE-supported booking system. “Standard Maintenance Work” includes interface installation, setup, configuration, testing and documentation. A VINE-supported booking system is one for which an interface already exists. The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, also includes the “Out of Scope Costs”, as identified in this Part.

Booking systems that are “Not Yet VINE-supported” include those without an existing interface. They are not considered “Standard Maintenance Work” and are subject to the hourly contract rates for “Out of Scope Costs” as identified in this Part.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, does not include “3rd Party Vendor Fees” -- which are additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the “3rd Party Vendor Fees” may not be reimbursed by the OAG’s SAVNS grant program.

“3rd Party Vendor Fees” include booking system vendors, IT staff or other work that is associated with any booking system changes not covered under this Vendor Certification. These fees are paid directly to the vendor by either the entity or by the Certified Vendor.

¹ based on Response Part 4: for 3rd party Vendor Fees for county changes in the Pricing Model Section of the Vendor Certification.

R-08 Service Agreement Renewal Notice



Technology to serve and protect

10401 Linn Station Road

Louisville KY 40223-3842

502-561-8463 800-816-0491

www.appriss.com

DATE: March 28, 2011
 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, 2011
 SERVICE AGREEMENT RENEWAL TERM: 12 Months
 NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2012
 PROJECT PRICING: \$18,283

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: None

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.

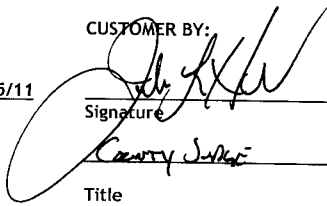
AUTHORIZATION:

APPRISS, INC., BY:


 Signature 04/05/11
 Date

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:


 Signature 5/31/2011
 Date
County Judge
 Title
John L. Ham N
 Name

12,073(18)

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

Approved By
Commissioner's Court

MAINTENANCE AGREEMENT

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and
Hunt County ("Customer") on the 1 day of August, 2011.

CUSTOMER BILLING ADDRESS

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Carl Nicholl 903-408-4292
Name and Telephone No. of Contact
Email: cnicholl@huntcounty.net

Hunt County County Jail Annex
Name of Location
2507 Crockett Street
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Jimmy Moore 903-408-4225
Name and Telephone No. of Contact
Email: jmoore@huntcounty.net

FILED FOR RECORD
at 7:15 o'clock A M
AUG 22 2011
By County Clerk JENNIFER LINDENZWEIG
Hunt County, Tex.

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2011			
Generac	G	Kw- 8	6181076 Nat Gas

*G = Generator, T = Transfer Switch, O = Other

Frequency of Service	
One Annual Pm service per our Exhibit A	\$250.00
Three Quarterly inspection services per our exhibit A \$220.00 each 3 x \$220.00 =	\$660.00
If load bank testing required please call for quote	
All other work will be billed on a time and material basis	

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$910.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.
By: Ed Rogers email: ed.rogers55@yahoo.com
Title: Preventive Maintenance Sales 817-658-6743
Date: August 2011

Customer
By: John L. Horn
Title: Hunt County Judge
Date: August 22, 2011

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$45.00
Coolant sample analysis	\$88.00
Fuel sample analysis	\$132.00

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

Approved By
Commissioner's Court

MAINTENANCE AGREEMENT

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Hunt County ("Customer") on the 1 day of August, 2011.

CUSTOMER BILLING ADDRESS

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Carl Nicholl 903-408-4292
Name and Telephone No. of Contact
Email cnicholl@huntcounty.net

LOCATION OF CUSTOMER EQUIPMENT

Hunt County County Radio Tower
Name of Location
Greenville, Texas 75403
Physical Address
City, State, Zip Code
Jimmy Moore 903-408-4225
Name and Telephone No. of Contact
Email jmoore@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2011			
Winco	G	CSAPSS8B-N Kw- 8	13830M97 L P Gas

*G = Generator, T = Transfer Switch, O = Other

Frequency of Service	
One Annual Pm service per our Exhibit A	\$250.00
Three Quarterly inspection services per our exhibit A	\$220.00 each 3 x \$220.00 = \$660.00
If load bank testing required please call for quote	
All other work will be billed on a time and material basis	

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$910.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc. By: <u>Ed Rogers email: ed.rogers55@yahoo.com</u> Title: <u>Preventive Maintenance Sales 817-658-6743</u> Date: <u>August 2011</u>	Customer By: <u>John L. Horn</u> Title: <u>Hunt County Judge</u> Date: <u>August 22, 2011</u>
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TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$45.00
Coolant sample analysis	\$88.00
Fuel sample analysis	\$132.00

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129
 817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

Approved By
Commissioner's Court

MAINTENANCE AGREEMENT

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Hunt County ("Customer") on the 1 day of August, 2011.

CUSTOMER BILLING ADDRESS

Hunt County Purchasing Department
 Customer Name
 P.O. Box 1097
 Mailing Address
 Greenville, Texas 75403-1097
 City, State, Zip Code
 Carl Nicholl 903-408-4292
 Name and Telephone No. of Contact
 Email cnicholl@huntcounty.net

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Juvenile Center
 Name of Location
 Physical Address
 Greenville, Texas 75403
 City, State, Zip Code
 Jimmy Moore 903-408-4225
 Name and Telephone No. of Contact
 Email jmoore@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2011			
Onan	G	306-2452 Kw- 70	L830690696 Spec#

*G = Generator, T = Transfer Switch, O = Other

Frequency of Service
One Annual Pm service per our Exhibit A \$482.00
Three Quarterly inspection services per our exhibit A \$275.00 each 3 x \$275.00 = \$825.00
If load bank test required please call for quote
All other work will be billed on a time and material basis

PRICE OF SERVICES

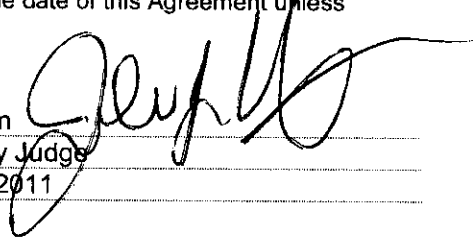
The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1307.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.
 By: Ed Rogers email ed.rogers55@yahoo.com
 Title: Preventive Maintenance Sales 817-658-6743
 Date: August 2011

Customer
 By: John L. Horn
 Title: Hunt County Judge
 Date: August 22, 2011



TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
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11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
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15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$45.00
Coolant sample analysis	\$88.00
Fuel sample analysis	\$132.00

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

MAINTENANCE AGREEMENT

Approved By
Commissioner's Court

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Hunt County ("Customer") on the 1 day of August, 2011.

CUSTOMER BILLING ADDRESS

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Carl Nicholl 903-408-4292
Name and Telephone No. of Contact
Email: cnicholl@huntcounty.net

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Criminal Center
Name of Location
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Jimmy Moore 903-408-4225
Name and Telephone No. of Contact
Email: jmoore@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2011			
Detroit	G	6063HK35 (400DSE) Kw- 400	06RO579182 Spec#

*G = Generator, T = Transfer Switch, O = Other

Frequency of Service
One Annual Pm service per our Exhibit A \$803.00
Three Quarterly inspection services per our exhibit A \$275.00 each 3 x \$275.00 = \$825.00
If load bank testing required please call for quote
All other work will be billed on a time and material basis

PRICE OF SERVICES

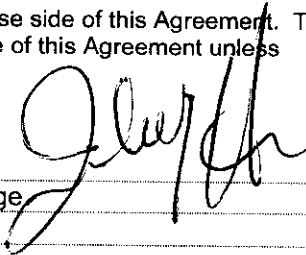
The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1628.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.
By: Ed Rogers email ed.rogers55@yahoo.com
Title: Preventive Maintenance Sales 817-658-6743
Date: August 2011

Customer
By: John L. Horn
Title: Hunt County Judge
Date: August 22, 2011



TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

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3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
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5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
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EXHIBIT "A"
MAINTENANCE AGREEMENT

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6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$45.00
Coolant sample analysis	\$88.00
Fuel sample analysis	\$132.00

12,075

FILED FOR RECORD
at 11:45 o'clock A M

AUG 22 2011

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.

ORDER OF SPECIAL ELECTION
(For Governor-ordered or County-ordered measure elections)
(ORDEN DE ELECCION ESPECIAL)
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on November 8th, 2011 for the purpose of:
(date)

Voting on Constitutional Amendments

(Por la presente se ordena que se llevará a cabo una elección el 8 de noviembre de 2011 con el propósito de:
(fecha)

Votando en las enmiendas constitucionál

Early voting by personal appearance will be conducted each weekday at
(La votación adelantada en persona se llevará a cabo de lunes a viernes en)

Hunt County Voter Administration, 2217 Washington, Greenville, Texas 75401
(location) (sitio)

Note: If county clerk is not the early voting clerk, the information in the block is required.

between the hours of 8 a.m. and 5 p.m. beginning on October 24th, 2011
(date)

(entre las 8 de la mañana y las 5 de la tarde empezando el 24 de octubre de 2011
(fecha)

and ending on November 4th, 2011. (y terminando el 4 de noviembre de 2011)
(date) (fecha)

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Almina Cook

(Name of Early Voting Clerk)

(Nombre del Secretarion (a) de la Votación Adelantada)

2217 A Washington

(Address) (Dirección)

Greenville 75401

(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on:

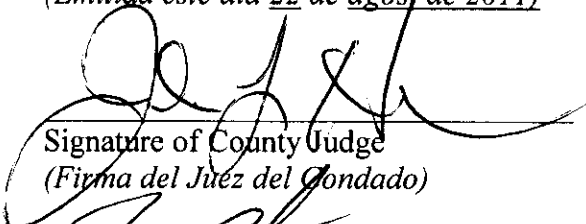
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

November 1, 2011

(date) (fecha)

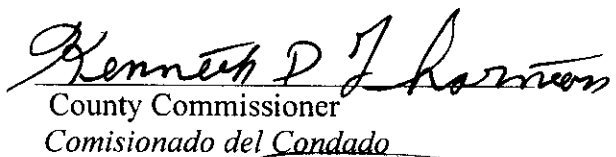
Issued this the 22nd day of August, 2011.

(Emitida este dia 22 de agos de 2011)

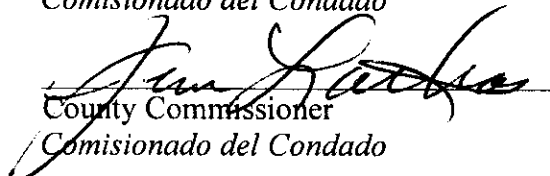

Signature of County Judge
(Firma del Juez del Condado)

County Commissioner
Comisionado del Condado

County Commissioner
Comisionado del Condado


County Commissioner
Comisionado del Condado


County Commissioner
Comisionado del Condado


County Commissioner
Comisionado del Condado

12,075

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)

FILED FOR RECORD
at 11:45 o'clock A.M.
AUG 22 2011
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]

To the registered voters of the County of Hunt, Texas:

(A los votantes registrados del Condado de Hunt, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on November 8th, 2011 for voting in a special election to vote on Constitutional Amendments.

(Notifíquese, por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 8 de noviembre de 2011 para votar en la Elección Especial para votando en las enmiendas constitucional.)

On Election Day, voters must vote in their precinct where registered to vote.

(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Location of Election Day Polling Places Include Name of Building and Address (Ubicación de las casillas electorales el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Number(s) (Número de precinto)
See attached (mire lo incluido)	See attached (mire lo incluido)

For early voting, a voter may vote at any of the locations listed below:

(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Locations for Early Voting Polling Places Include Name of Building and Address (Ubicación de las casillas electorales de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation Días y Horas Hábiles
Hunt County Voter Administration 2217 Washington Greenville Tx 75401	8 am – 5 pm Monday thru Friday (8 de la mañana y las 5 de la tarde empezando lunes a viernes)

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Almina Cook

(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

2217A Washington

(Address) (Dirección)

Greenville 75401

(City) (Ciudad) (Zip Code) (Código Postal)

Applications for ballots by mail must be received no later than the close of business on: November 1, 2011

(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 8 de noviembre de 2011)

Issued this the 22nd day of August, 2011

(Emitida este día 22 de agosto de 2011)

[Signature]
Signature of County Judge (Firma del Juez del Condado)

November 8th, 2011 Constitutional Amendments Election

8 de noviembre de 2011 Elección de Enmiendas Constitucionales

Precinct # Precinto	Polling Place Casilla Electoral	Judge Juez	Alternate Alternativo	CONGR DIST	COMM PCT	JP/ CONST
101 & 103	Celeste Fire Station 102 South 2 nd St Celeste	David Alderson	Ruby Miller	4	1	3
102	Wolfe City Middle School Gym 506 W. Hanna Wolfe City	Jean Hart	Jennifer Engle	4	1	3
104 & 105	Salem-Kinser United Methodist 1315 Rees Greenville	Dana Russell	Barbara Cook	4	1	1
106 & 107	Crestview Christian Church 5605 Wesley St	Larry Mayo	Sharon Stogner	4	1	1
108	Greenville Middle School 3611 Texas Greenville	Connie Hollis	Byron Smith	4	1	1
109	Merit Baptist Church 2576 Lake Ave. Merit	Janice Weldon	Nita Doan	4	1	1
110	Floyd Baptist Church 4311 Hwy 380 Greenville	Erin Kuzanek	Paul Patterson	4	1	1
211,212 & 213	Crossroads Assembly of God 1501 Joe Ramsey Greenville	Adam Davies	Pat McGee	4	2	1
214	Wesley United Methodist 5302 Hwy 69s Greenville	William Price	Barbara Underwood	4	2	1
215	Trestle Board Lodge 402 Richmond Ave Quinlan	Byron Traylor	Callie Singleton	4	2	4
216	First Baptist Church 2503 First St Caddo Mills	Debbie Spanberger	Barbara Whitehead	4	2	1
217 & 218	Union Valley Fire Station 7965 FM 1565 Roysce City	Roberto Hernandez	Alice Cooney	4	2	4
319 & 320	Lone Oak Civic Center 111 Town Square Lone Oak	Fred Dodson	Jack Crider	4	3	1
321	Lake Tawakoni Regional Chamber of Commerce 100 W Hwy 276 W. Tawakoni	Ben Bennett	Margaret Johnson	4	3	4
322	Lakeview Church Family Ctr 11020 FM 751 Quinlan	Vickey Bradley	Thomas Hipp	4	3	4
323	Faith Baptist Church 1209 E Quinlan Pkwy, Quinlan	Jerry Forbes	Larry Kissell	4	3	4
324	Cash Fire Dept. 4745 Hwy 34 S Greenville	Jim Narramore	Joseph McCowan	4	3	4
325 & 326	Fletcher Warren Civic Ctr 5501 Hwy 69 S Greenville	Mary Botts	Monica Denny	4	3	1
428,429, 430 & 433	Commerce City Hall 1119 Alamo Commerce	S.L. "Chip" Follis	Violet Spell	4	4	2
431 & 432	Timberglen 341 Canterbury Way Greenville	Dean Harrison	Jerry Mainord	4	4	1
427 & 434	Aberfoyle Baptist Church 7665 FM 512 Wolfe City	Ken Scarlett	Betty Day	4	4	3
435	Reece Davis Rec. Center 4320 Lee Greenville	Deborah Hoskins	David Terry	4	4	1
436	Campbell Community Center 111 W Main Street Campbell	Mike Hale	Barbara Choate	4	4	1
Early Vote	Hunt Co Voter Administration 2217 Washington St Greenville	Peggy Evans	Brenda Weston			
Central Count	Hunt Co Voter Administration 2217 Washington St Greenville	Jim Narramore	Ruth Blakley			

12,075

FILED FOR RECORD
at 11:45 o'clock A M

AUG 22 2011

JENNIFER LINDENZWEG
County Clerk, Hunt County, Tex
By *[Signature]*

12,079

FILED FOR RECORD
at 11:45 o'clock A.M.
AUG 22 2011
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

ORDER OF SPECIAL ELECTION
(For Governor-ordered or County-ordered measure elections)
(ORDEN DE ELECCION ESPECIAL)
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on November 8th, 2011 in Hunt

County, Texas for the purpose of to vote on: "The legal sale of all alcoholic beverages for off-premise consumption only" applicable only to the voters in the city limits of Wolfe City, Texas.

*(Por la presente se ordena que se lleve a cabo una elección el día 8 noviembre de 2011.
En el Condado de Hunt, Texas, con el propósito de votar en "La venta legal de tobas bebidas alcohólicas para consumo solamente fuera de el establecimiento" esto aplica solo a los votantes que viven en los limites de la ciudad de Wolfe City Texas.)*

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Hunt County Voter Administration, 2217 Washington, Greenville Tx 75401
(location) *(sitio)*

between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 24th, 2011
(date)
(entre las 8:00 a.m. de la mañana y las 5:00 p.m. de la tarde empezando el 24 de octubre de 2011)
(fecha)
and ending on November 4th, 2011. (y terminando el 4 de noviembre de 2011)
(date) (fecha)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Almina Cook
(Name of Early Voting Clerk)
(Nombre del Secretario (a) de la Votación Adelantada)


2217 A Washington
(Address) *(Dirección)*

Greenville 75401
(City) *(Ciudad)* (Zip Code) *(Zona Postal)*

Applications for ballots by mail must be received no later than the close of business on
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

November 1st, 2011 (1 de noviembre 2011)
(date) (fecha)

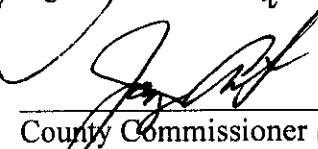
Issued this the 22nd day of August, 2011.
(Emitada este día 22 de agosto de 2011.)



Signature of County Judge *(Firma del Juez del Condado)*



County Commissioner *(Comisionado del Condado)*



County Commissioner *(Comisionado del Condado)*



County Commissioner *(Comisionado del Condado)*



County Commissioner *(Comisionado del Condado)*

12,079

**NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)**

FILED FOR RECORD
at 11:45 o'clock A M
AUG 22 2011
JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.
[Signature]

To the registered voters of the County of Hunt, Texas:

(A los votantes registrados del Condado de Hunt, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., **November 8th, 2011**, for voting in a special election to vote on "The legal sale of all alcoholic beverages for off-premise consumption only" applicable only to the voters in the city limits of Wolfe City, Texas.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el **8 de noviembre de 2011** para votar en la Elección Especial "la venta legal de todas bebidas alcohólicas para consumo solamente fuera del establecimiento". Esto aplica solo a los votantes que vivan en los límites de la ciudad de Wolfe City Texas.)

On Election Day, voters must vote in their precinct where registered to vote.

(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Location of Election Day Polling Places Include Name of Building and Address (Ubicación de las casillas electorales el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Number(s) (Número de precinto)
Wolfe City Middle School Gym (Concession Area)	102

For early voting, a voter may vote at any of the locations listed below:

(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Locations for Early Voting Polling Places Include Name of Building and Address (Ubicación de las casillas electorales de votación adelantada) (Incluir Nombre del Edificio y Dirección)	Days and Hours of Operation (Días y Horas Hábiles)
	8:00 am – 5:00 pm Monday – Friday
Hunt County Voter Administration	8:00 am – 5:00 pm lunes – viernes
	October 24 th – November 4 th , 2011
	24 de octubre – 4 de noviembre

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Almina Cook

(Name of Early Voting Clerk)

(Nombre del Secretario de la Votación Adelantada)

2217 Washington

(Address) (Dirección)

Greenville 75401

(City) (Ciudad) (Zip code) (Código Postal)

Applications for ballots by mail must be received no later than the close of business on: **November 1st, 2011**
(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: **1 de noviembre 2011**)

Issued this the 22nd day of August, 2011.
(Emitida este día 22 de agosto de 2011.)

[Signature]
Signature of County Judge (Firma del Juez del Condado)

12,080

Memorandum of Agreement

FILED FOR RECORD
at 12:45 o'clock A M
AUG 22 2011
By **JENNIFER LINDENZWEIG**
County Clerk, Hunt County, Tex.
[Signature]

STATE OF TEXAS §
 §
 §
COUNTY OF TRAVIS §

SECTION 1. PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the Texas Department of Public Safety, hereinafter referred to as "TXDPS" and

HUNT COUNTY SHERIFF'S OFFICE, TX hereinafter referred to as "Recipient".

SECTION 2. GENERAL PURPOSES AND OBJECTIVES

2.1 General Purpose

TXDPS has identified funding to assist local agencies in costs associated with participating in the Remotely Hosted Criminal Incident Based Records Management System (RRMS) Project whose goal is to facilitate increased information sharing of local law enforcement data with other local, state or federal criminal justice partners. The goal of the RRMS Project is to improve the effectiveness of the criminal justice community by providing for the timely exchange of documented and reliable information through use of a system that affords the tools necessary to efficiently collect, evaluate, organize, analyze, and disseminate incident and related data. *As addressed in Section 3.2(d) below, after the expiration or termination of this MOA the Recipient will be solely responsible for all reoccurring costs associated with the RRMs Project including but not limited to all licensing, support and maintenance costs necessary for the continued information sharing as defined by Section 3.2(e).*

2.2 Objectives

The primary objectives of the RRMS Project are receipt, storage, and sharing of essential criminal information related to incident data generated by the participating local LEAs. Incident data is defined as all of the events that are associated with a law enforcement incident cycle.

SECTION 3. ELIGIBILITY

3.1 Recipient Authority

Recipient represents and warrants that:
a) it has the power and authority to enter into this Agreement and to perform in a timely manner the obligations created hereunder;
b) the execution, delivery, and performance of this Agreement by Recipient has been duly authorized by all necessary action on the part of Recipient, and;

- c) this Agreement constitutes the valid and binding obligation of Recipient and its successors and assigns, enforceable against it in accordance with its terms.

3.2 General Obligations

Recipient acknowledges the following general obligations:

- a) Recipient shall not have the power or right to enter into a contract with a third party for any work or assign any of the rights and obligations under this Agreement without the prior written approval of the TXDPS except as provided in this Agreement the attached Quote for Services (Attachment A);
- b) Grant funding may be used in part or in full for the TXDPS RRMS Project. Applicable Grant requirements or obligations will be imposed.
- c) All third party RMS vendors performing services on behalf of Recipient MUST have a fully executed FBI CJIS Security Addendum (not attached, made available upon request). A Third party RMS vendor for the Recipient must submit an originally signed CJIS Security Addendum Certification for each employee performing duties related to this project prior to final contract award. Each original Certification must include an original signature of the employee and the Vendor's (Contractor's) representative. Non-compliance by third party RMS vendor will be cause for termination of this Agreement;
- d) Recipient acknowledges it is the sole responsibility of the Recipient for continuation of the software services or services outside the scope of the attached quote including but not limited to yearly licensing, support and maintenance costs upon termination of services. Termination of services is defined as twelve (12) months from the date of full execution by the selected vendor and the Recipient of the Final Operating Capability (FOC) Document (Request for Offer Section 12.2). This Agreement may be amended should TXDPS secure additional funding for the out years; and
- e) Recipient agrees to share data collected by this project with other local, state, or federal criminal justice partners as required by GC§411, CCP§60, 61 or 62, or current TXDPS policies or guidelines.

3.3 Entire Agreement

This Agreement including Attachment A does not create any rights in any person or entity other than the Recipient and TXDPS. This Agreement including Attachment A may be amended or modified only by subsequent written Agreement by both Parties. This Agreement including Attachment A contains the entire understanding between the Parties. The failure of either party to insist in any one or more instance upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance. The obligations of either party with respect to such term shall continue in full force and effect.

3.4 Timely Performance

Recipient is aware of the importance of timely and effective performance under this Agreement.

SECTION 4. RECIEPENT PARTICIPATION REQUIREMENTS

4.1 Recipient Performance Metrics

Recipient agrees to coordinate the implementation of the work indentified in Attachment A. Recipient agrees to continue to perform related data submissions or extractions as required by GC§411, CCP§60, 61, or 62, or current TXDPS Policies or Guidelines for applicable program to facilitate information sharing between local, state, or federal criminal justice partners.

4.2 TXDPS Policies and Guidelines

By signing this Agreement, Recipient certifies that its personnel responsible for the RRMS Project have read, understood, and will fully comply with all relevant TXDPS Policies and Guidelines as published. Recipient agrees to keep all personnel responsible for the TXDPS Project identified in Attachment A, fully informed as to all relevant policies and guidelines.

4.3 Inspection

TXDPS shall have the authority to inspect and audit the records and operations of Recipient to determine compliance with this Agreement and all applicable laws and regulations.

SECTION 5. STATEMENT OF WORK TO BE PERFORMED

The Statement of Work (SOW) to be performed is provided in Attachment A. TXDPS has dedicated funding on behalf of the Recipient to assist in services identified in Attachment A. Recipient understands that the use or application of funds received under this Agreement for the supplantation of existing resources or funds is prohibited.

SECTION 6. LIAISON OFFICIALS AND NOTICES

6.1 Liaison Officials

The Parties designate the following primary liaisons for implementation of this Agreement. Recipient agrees to provide notice of any changes in this information within 10 business days after the change.

Recipient:

HUNT COUNTY SHERIFF'S OFFICE, TX _____ (Name)

SHERIFF _____ (Title)

RANDY MEEKS _____ (Recipient Name)

2801 STUART STREET _____ (Mailing Address)

GREENVILLE, TX 75401 _____ (City, State Zip)

RMEEKS@HUNTCOUNTY.NET

(E-mail Address)

(903)- 453-6800 (Tel.)

()- (Fax)

TXDPS RRMS Program:

Desiree Taylor, Manager
Information Technology Division
Texas Department of Public Safety
P.O. Box 4087 MSC 0213
Austin, Texas 78765
desiree.taylor@txdps.state.tx.us
(512) 424-2968 (Telephone)
(512) 424-7899 (Facsimile)

6.2 Notices

All notices pursuant to this Agreement shall be in writing and shall be delivered to the liaisons by U.S. certified mail, postage paid, and properly addressed.

SECTION 7. TERMINATION

Either party may, without cause, terminate this Agreement at any time by giving thirty (30) days' written notice to the other party. Recipient shall be entitled to all services due up to the day written notice is received by the non-terminating party, provided that such services performed are in accordance with the provisions of this Agreement.

Section 7.1 Legislative Action

TXDPS is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If TXDPS and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this Agreement impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this Agreement, TXDPS may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of, TXDPS, the State of Texas and the United States. This Agreement does not grant Recipient a franchise or any other vested property right.

Termination under this section is immediate, so TXDPS is not required to provide thirty (30) days notice under this section.

Section 7.2 Termination by Default

In the event that Recipient fails to carry out or comply with any of the requirements of this Agreement, TXDPS may notify Recipient of such failure or default in writing and

demand that the failure or default be remedied within ten (10) days. In the event that Recipient fails to remedy such failure or default within the ten (10) day period, TXDPS will have the right to cancel this Agreement upon ten (10) days written notice.

The cancellation of this Agreement, under any circumstances whatsoever, will not affect or relieve Recipient from any liability that may have been incurred pursuant to this Agreement, and such cancellation by TXDPS will not limit any other right or remedy available to TXDPS at law or in equity.

Section 7.3 Termination for Cause or Convenience

This Agreement may be terminated as follows:

- a) For Convenience: This Agreement may be terminated, without penalty, by TXDPS, without cause by giving thirty (30) days written notice of such termination to Recipient.
- b) For Cause: This Agreement may be terminated by TXDPS if Recipient fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default."
- c) Termination for listing on Federal Excluded Party List, on the Terrorism List (Executive Order 13224) or on the State of Texas Debarred Vendor List: TXDPS shall have the absolute right to terminate this Agreement without recourse as follows:
 - a. If the Vendor for the RRMS Project becomes listed on the prohibited vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control;
 - b. If the Vendor for the RRMS Project becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or
 - c. If the Vendor for the RRMS Project becomes listed on the State of Texas Debarred Vendor List, TXDPS will provide Recipient with written notice to terminate the Agreement, which termination will become effective immediately upon Recipient's receipt of the notice.

Section 7.4 Termination Liability (for Termination for Convenience)

In no event will termination for convenience by TXDPS give rise to any liability whatsoever on the part of TXDPS whether such claims of the Recipient are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason.

SECTION 8. LIABILITY FOR HARM

To the extent authorized by law, Recipient agrees to indemnify and hold harmless TXDPS, its Director, and its employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever,

arising out of or involving any negligence on the part of Recipient or its employees in the implementation of this Agreement.

SECTION 9. CERTIFICATIONS

The undersigned contracting Parties do hereby certify that:

- 1) The services specified above are necessary and essential for activities that are properly within the applicable statutory functions and programs of the affected Parties;
- 2) The proposed arrangements serve the interest of the efficient and economical administration of the State of Texas; and
- 3) The services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract to the lowest bidder. DPS certifies that it has authority to make this Agreement under Chapter 411.006 of the Texas Government Code, and Chapter 411, Subchapter F of the Texas Government Code.

SECTION 10. EXECUTION

For the faithful performance of the terms of this Agreement, the Parties, by their authorized representatives, affix their signatures and agree that they have authority to bind their respective agencies to the provisions of this Agreement and that they are so bound. This Agreement may be executed by the Parties in duplicate.

Memorandum of Agreement approved by:

(Name of Recipient)

Texas Department Of Public Safety

(Signature of Authorized Representative-Recipient)

SC McCraw
(Signature of Authorized Representative-TXDPS)

(Printed Name of Authorized Representative-Recipient)

Steven C. McCraw
(Printed Name of Authorized Representative-TXDPS)

(Title of Authorized Representative- Recipient)

Director
(Title of Authorized Representative- TXDPS)

DATE: _____

DATE: 6/3/11

ATTACHMENT A - STATEMENT OF WORK (SOW)
Software as a Service (SaaS) Quote
Remotely Hosted Criminal Incident Based Records Management
System (RRMS) Project

Recipient has selected the following RRMS Project software as a service:

SOUTHERN SOFTWARE/AUSTIN RIBBON AND COMPUTER (ARC)

RRMS Software as a Service Quote attached:

PROPOSAL # SQ 139565

QUOTE NUMBER _____

MAXIMUM AMOUNT OF FUNDS FOR THIS MOA \$272,176.00



Attachment A Statement of Work



For

Remote Records Management System

UPDATED 08/16/11 (includes CAD)

Between: Hunt County Sheriffs Office

and: Southern Software, Inc.

Prepared by: Jack Justus / Mike Moody

Effective Date: _____

Under Contract #: _____

Under Contract Name: Remotely Hosted Criminal
Incident Based Records (RRMS) Project



Southern Software Contacts

Southern Software

150 Perry Dr
Southern Pines, NC 28387
800-842-8190
Fax: 910-695-0251

Project Manager:

Most project coordination should come through Marc

Marc Sessoms – 800-842-8190
Cell: (910) 316-7887
msessoms@southernsoftware.com

Project Manager

Mickey Boylan – 800-842-8190
mboylan@southernsoftware.com

Training:

Amanda McKenzie – 800-842-8190
Cell: (910) 638-5471
amckenzie@southernsoftware.com

IT/Install:

Jack Justus – 800-842-8190
Cell: (254) 337-0820
jjustus@southernsoftware.com

ARC Representative (Billing/Hardware):

Scott Sizemore/ARC

GIS:

Mike Dixon – 800-842-8190
mdixon@southernsoftware.com

Support:

Patrick Pusser – 800-842-8190
ppusser@southernsoftware.com
pssupport@southernsoftware.com

Accounting:

Janet Benson – 800-842-8190

Project Vision and Scope

1. **Vision:** Southern Software will be working with **Hunt CSO** to install and implement training on the purchased software. The normal process of a Project consists of, in this order, discussion, data gathering, installation, administrative training, user training and "Go Live".

2. Deliverables

	QTY
1. RMS (<i>Records Management System</i>)	Site License
2. Document Scanning for RMS	1
3. JMS (<i>Jail Management System</i>)	Site License
4. Bio-Metric Scanner and Software	1
5. Document Scanning for JMS	1
6. CAD (<i>Computer Aided Dispatch - Full</i>)	1 Positions
7. CAD (<i>Computer Aided Dispatch - Admin</i>)	3 Positions
8. CAD Reporting Stations	2 Per Position
9. CAD Interface for NCIC	1
10. Crime Reports/Command Central	1
11. HRMS (<i>Human Resource Management System</i>)	Site
12. Bar Coding Equipment	1
13. Data Sharing System	1
14. DCN (Web Visitation)	1

3. Back Ground

Southern Software entered into an agreement with Texas Department of Public Safety (DPS) to provide CAD, RMS and JMS solutions to County Sheriff's offices across the state of Texas. ARC is partnering with Southern Software to assist them in the Client and Server pre-configuration process.

4. Objective

This project will deliver client workstation installs and database installs for a single server. Two different scenarios are priced in this Statement of Work. They are as follows:

4.1 Scenario #1:

The following will be completed in this scenario:

- Install all Databases (RMS, JMS, CAD) on a single server at Customer Location
- Install approximately 26 clients with the RMS application
- Install approximately 20 clients with the JMS application

- Install 1 full, 3 admin, 2 reporting clients with the CAD application
- Configure Web JMS visitation
- Configure Command Central and Crime Reports
- Configure Web based data sharing

4.2 Scenario #2:

The following will be completed in this scenario:

- Install all Databases (RMS, JMS, CAD) on a single server at Host Location
- Install approximately 26 clients with the RMS application
- Install approximately 20 clients with the JMS application
- Install 1 full, 3 admin, 2 reporting clients with the CAD application
- Configure Web JMS visitation
- Configure Command Central and Crime Reports
- Configure Web based data sharing

5. Scope Statement

The following services and deliverables are in scope for the duration of this project:

5.1 In Scope

The following tasks will be executed according to the instructions supplied to SOUTHERN SOFTWARE/ARC in Appendix B:

- Install Databases for RMS and JMS
- Install RMS Application on Client Workstation
- Install JMS Application on Client Workstation
- Install CAD Application on Client Workstation

5.2 Out of Scope

- Physical Server Installation (Rack and Stack) with power and network connections
- Server OS installation and configuration
- RMS, JMS, and CAD server application installation and configuration

6. Customer Mandates

In order to effectively deliver the products and services described herein, it is expected that the customer will assist SOUTHERN SOFTWARE/ARC by providing the following:

- Workspace to perform expected duties
- Server Administrator Login Credentials be provided by the customer
- Workstations available in the time allotted to complete the project without delays

7. Deliverables & Completion Criteria

The following deliverables will be developed during the life of the project. This table defines what the deliverable is and the measurable completion criteria for it, in order to know that the project is complete. The project will be considered complete when all the deliverables identified below are complete. At that time all ongoing work will transition to the sustaining organization. The project will be considered complete with successful implementation, testing and/or conclusion of the following:

Deliverable	Description	Completion Criterion
--------------------	--------------------	-----------------------------

Deliverable	Description	Completion Criterion
Databases Installed	Databases to be installed for RMS, JMS	Installed and available
Install RMS Applications RMS Document Scanning HRMS (Human Resources) Data Sharing Bar Coding Equipment (Evidence Management) Crime Reports/Command Central (Web based incident mapping)	Install RMS Client on all workstations, including MDTs if applicable.	Completion of installation checklists for all RMS features
Install JMS Applications JMS Document Scanning Bio-Metric Scanner and Software DCN (Web based Inmate Visitation)	Install JMS Client on all workstations.	Completion of installation checklists for all JMS features
Install CAD Applications Full Stations (24/7) Admin Stations (Secondary) Reporting Stations (View Only) NCIC Interface (Query Only)	Install all CAD applications on applicable workstations.	Completion of installation checklists for all CAD features

8. Assumptions

No.	General Assumptions
1	The customer and Southern Software/ARC shall assign a POC as the Project Manager and each shall have the authority in all aspects of the project
2	The Customer Project Manager shall obtain and provide project requirements, information, data, decisions and approvals according to the project plan unless both parties agree to a different response time and provided the information is available from the customer
3	The Customer shall provide Southern Software/ARC Project personnel with reasonable and safe access to the project site and adequate office space, as required.
4	The Customer Project Manager shall assist in resolving project issues and communicate issues to the appropriate persons within customer's organization, as required.
5	Internet Access will be available to the Southern Software/ARC technicians
6	The Customer shall provide access to and use of information, data, customer facilities, equipment, and internal resources as applicable to the project
7	The Customer shall provide all Login ID's passwords, domain specifications, and access issues prior to the scheduled services
8	Customer shall provide the technical points of contact that have a working knowledge of the enterprise components to be considered during this project. Southern Software/ARC may request that meetings be scheduled with these contacts.
9	All hardware and software required for the project is on-site and ready for deployment.

10	Scope of this project is based on information gathered to-date and is subject to re-scoping in the event additional tasks or technical issues arise. Any time spent beyond the projected project hours will be billed to the customer at the project staff standard hourly rate.
11	Southern Software/ARC project team is not responsible for any application configurations malfunctions.
12	Southern Software/ARC project team assumes no responsibility for unprotected data.

9. Training

Southern Software training is focused on three key milestones:

Administrator Training

End User Training

Go live support

We will implement a regional training model that involves the following:

Southern Software trainers will conduct blocks of administrator training at a central location that is agreed upon by all stakeholders. Each affected agency will send their system administrator/subject matter experts to the central location to train on each of the affected systems. This training will be conducted one on one with the agency and Southern Software training staff. This training is meant to give the agency the skills necessary to implement the system based on agency standards.

The agencies will then provide the end users to participate in product specific training. The end user training will be generic and based upon operation standards and program specifics that are applicable to all.

Once user training is complete, unique agency "Rolling Go Lives" that will involve Southern Software onsite for quality assurance and support. In other words, each agency will go live individually.

It is also understood that the implementation of a larger stakeholder agency may require the traditional approach of onsite training and implementation.

10. Data Conversion / Migration (not included in funded total)

Southern Software will partner with White Box Technologies, Inc. for Data Conversion within the scope of this project. Data Conversion/ Migration will be completed separately providing funds are available at the completion of the project. Data Conversion / Migration services may be purchased by any agency at their own expense if desired.

11. Items not funded that may be purchased by agency if desired (see proposal with options):

1. Mapping Display System (MDS)
2. Wireless Messaging



SOUTHERN SOFTWARE, INC.
an employee-owned company

Southern Software, Inc.
150 Perry Drive
Southern Pines, NC 28387

Agency:

Hunt County Sheriff's Office, TX

Contact:

Sheriff Randy Meeks

Summary Annual Maintenance Cost - TX RRMS Project

TX RRMS - RMS 2nd Year Annual Support	1 Year	\$	6,100.00
TX RRMS - JMS 2nd Year Annual Support	1 Year	\$	7,250.00
TX RRMS - CAD 2nd Year Annual Support	1 Year	\$	8,250.00
Total Annual Maintenance	1 Year	\$	21,600.00

Crime Reports / Command Central Web based Incident Reporting

The Crime Reports / Command Central web-based incident reporting module allows the public to view crime statistics in their community as well as providing the participating agencies an in-depth statistical analysis tool. Your agency may opt-out of this module if so desired

TX RRMS - Crime Reports/ Command Central	1 Year	\$	7,176.00
Total Annual Maintenance w/Crime Reports	1 Year	\$	28,776.00



AUSTIN RIBBON + COMPUTER
www.arc-texas.com

9211 Waterford Centre Blvd., Suite 202
Austin, Texas 78758
Phone: 512-452-0651
Fax: 512-452-0691

SALES QUOTE

SQ-139565

8/16/2011

Customer	Contact	Ship To
New Account QUOTE FOR NEWACCOUNT / BASED UPON CREDIT APPROVAL		

Account	Terms	Account Rep
NEW	SUBJECT TO CREDIT APPROVAL	Scott Sizemore

Quotation	PO #	Reference	Ship Via	Page	Printed
SQ-139565			VENDOR CARRIER	1	8/16/2011 1:30:28PM

Item	Description	Qty	Price	UM	Amount
1	HUNT COUNTY SHERIFF'S OFFICE				
2					
3	SSI/RMS-1 TXRRMS-RMS1 RRMS SITE LICENSE - OVER 50 USERS	1	\$35,000.00	EA	\$35,000.00
4	SSI/RMS-CON TXRRMS-RMS-CON RMS CONCURRENT - FOR OVER 50 USERS	30	\$850.00	EA	\$25,500.00
5	SSI/JMS-1 TXRRMS-JMS-1 JMS SITE LICENSE - OVER 50 USERS	1	\$35,000.00	EA	\$35,000.00
6	SSI/JMS-CON TXRRMS-JMS-CON JMS CONCURRENT - FOR OVER 50 USERS	48	\$850.00	EA	\$40,800.00
7	SSI/CAD BASE CAD. 1 FULL, 1 ADMIN, 2 REPORTING	1	\$31,100.00	EA	\$31,100.00
8	SSI/CAD-ADMIN ADDITIONAL ADMIN CAD POSITIONS	2	\$7,500.00	EA	\$15,000.00
9					
10	PROJECT MANAGEMENT				
11	SSI/PM-RMS-ADD PMFEE - RMS-OVER 50 USERS (PER 10 AFTER 50)	2	\$2,000.00	EA	\$4,000.00
12	SSI/PM-RMS-1 PMFEE - RMS-OVER 50 USERS	1	\$18,500.00	EA	\$18,500.00
13	SSI/PM-JMS-ADD PMFEE - JMS-OVER 50 USERS (PER 10 AFTER 50)	3	\$2,000.00	EA	\$6,000.00
14	SSI/PM-JMS-1 PMFEE - JMS-OVER 50 USERS	1	\$16,000.00	EA	\$16,000.00
15	SSI/PM-CAD PROJECT MANAGEMENT FEE - BASE CAD	1	\$14,500.00	EA	\$14,500.00
16	SSI/PM-CAD-ADMI TXRRMS-PM-CAD-ADMIN PMFEE PER EACH ADDITIONAL ADMIN POSITION	2	\$1,000.00	EA	\$2,000.00
17					
18	ANNUAL COSTS:				
19	SSI/RMS-SUPP-AD TXRRMS-RMS SUPP-ADD RMS SUPPORT - PER USER AFTER 50	25	\$50.00	EA	\$1,250.00
20	SSI/RMS-SUPP-1 TXRRMS-RMS SUPP-1 RMS SUPPORT - BASE	1	\$4,850.00	EA	\$4,850.00

Please attach a copy of this quote to your purchase order. The pricing of this proposal is good for 30 days from the date of the sales quote.

Page 1

All product and pricing information is based on latest information available, which is subject to change without notice or obligation.

Sub Total \$249,500.00

Austin Ribbon & Computer Supplies, Inc.
VIN 1-74-23397979-001
P.O. Box 975093
Dallas, TX 75397-5093



9211 Waterford Centre Blvd., Suite 202
 Austin, Texas 78758
 Phone: 512-452-0651
 Fax: 512-452-0691

SALES QUOTE	
SQ-139565	8/16/2011

Customer	Contact	Ship To
New Account QUOTE FOR NEW ACCOUNT / BASED UPON CREDIT APPROVAL		

Account	Terms	Account Rep
NEW	SUBJECT TO CREDIT APPROVAL	Scott Sizemore

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-139565			VENDOR CARRIER	2	8/16/2011 1:30:28PM

Item	Description	Qty	Price	UM	Amount
21 SSI/JMS-SUPP-AD	FOR OVER 50 USERS TXRRMS-JMS SUPP-ADD JMS SUPPORT - PER USER AFTER 50	32	\$50.00	EA	\$1,600.00
22 SSI/JMS-SUPP-1	TXRRMS-JMS SUPP-1 JMS SUPPORT - BASE FOR OVER 50 USERS	1	\$5,650.00	EA	\$5,650.00
23 SSI/CAD-SUPP	TXRRMS-CAD SUPP BASE SUPPORT FOR 1 FULL, 1 ADMIN, 2 REPORTING	1	\$7,250.00	EA	\$7,250.00
24 SSI/CAD-SUPP-AD	TXRRMS-CAD SUPP-ADMIN SUPPORT FOR EACH ADDITIONAL ADMIN POSITION	2	\$500.00	EA	\$1,000.00
25 SSI/CR-REP-2	TXRRMS-CR-REP-2 CRIME REPORTS AND COMMAND CENTRAL - POPULATION 50K-149K (ONE YEAR)	1	\$7,176.00	EA	\$7,176.00
26 ARC/JKSALESSUPP	Sales Support Jeremy Kling	1	\$0.00	EA	\$0.00
27	For questions regarding this quote, please contact Jeremy Kling at 512-881-6257 or jeremy.kling@arc-texas.com. This quote is valid for 30 days unless otherwise noted.				

Tax Details EXEMPT \$0.000	Taxable	\$0.00
	Total Tax	\$0.00
	Exempt	\$272,176.00
	Total	\$272,176.00
	Balance	\$272,176.00