

RUTHERFORD,
TAYLOR &
COMPANY, P.C.
Certified Public Accountants

12,946(2)

FILED FOR RECORD
at 11:00 o'clock A M
NOV 12 2013
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

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Greenville, Texas 75401

(903) 455-6252

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November 4, 2013

Honorable County Judge
and Commissioners
of Hunt County, Texas

We are pleased to confirm our understanding of the services we are to provide the Hunt County, Texas (County) for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information which collectively comprise the basic financial statements of the Hunt County, Texas as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules – General Fund and Other Major Special Revenue Funds with legally adopted budgets.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulation, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the results of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form and have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with

the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirement of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U. S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork visit.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes);

and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards. .

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives sections of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U. S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform appropriate levels of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform appropriate levels of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the County's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that County employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule or prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the reporting period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide fifteen (15) copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be available for public inspection.

The audit documentation for this engagement is the property of Rutherford, Taylor & Company, P.C. and constitutes confidential information. However, pursuant to authority given to it by law or regulation, we may be requested to make certain audit documentation available to the state grantors or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rutherford, Taylor & Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

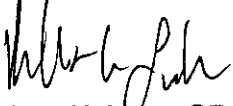
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state grantors. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert K. Lake is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word-processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 39,600. If the provisions of OMB Circular A-133 that relate to the Single Audit Act apply to the County the fee will not exceed an additional \$ 2,500 for the audit procedures related to the OMB A-133 requirements. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the audit reports and are payable on presentation. The above fee is based on anticipated cooperation from County personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Hunt County, Texas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

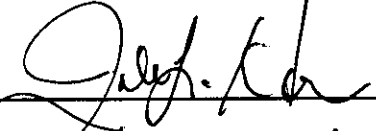
Very truly yours,



Robert K. Lake, CPA
Rutherford, Taylor & Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Hunt County, Texas.

By:  _____
Title: Hunt County Judge _____
Date: 11/14/2013 _____

System Review Report

June 7, 2013

To the Shareholders of
Rutherford, Taylor & Company, P. C.
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rutherford, Taylor & Company, P. C. (the firm) in effect for the year ended December 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary. As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Rutherford, Taylor & Company, P. C. in effect for the year ended December 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rutherford, Taylor & Company, P. C. has received a peer review rating of *pass*.



Wilf & Henderson, P. C.



#12,946(3)

411 Main Street
Sulphur Springs, TX 75482
Phone: 903-885-0821
Fax: 903-885-8734

NOVEMBER 1, 2013

CHERYL BLUE – PURCHASING AGENT
2507 LEE STREET, ROOM 104
GREENVILLE, TEXAS 75401
PHONE: 903-408-4148
FAX: 903-408-4242
CBLUE@HUNT COUNTY.NET

FILED FOR RECORD
at 1:00 o'clock A M
NOV 12 2013
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tx.
By [Signature]

MEDICINE CHEST WOULD LIKE TO SUBMIT THE ENCLOSED BID TO PROVIDE PRESCRIPTION MEDICATIONS FOR INMATES HOUSED AT THE HUNT COUNTY JUSTICE CENTER. CONTRACT DATE IS NOVEMBER 1, 2013 TO OCTOBER 31, 2014.

THE BID RATES ARE AS FOLLOWS:

BRAND MEDICATIONS WILL BE THE LOWER OF: AWP MINUS 9.38% AND NO FEE OR AWP MINUS 11.38% + \$2.50 FEE.

GENERIC MEDICATIONS WILL BE THE LOWER OF: THE ABOVE BRAND CALCULATION, MAC + \$3.50 OR ACQUISITION + 25% + \$3.50 FEE.

WE APPRECIATE THE OPPORTUNITY TO CONTINUE SERVING HUNT COUNTY. IF YOU NEED ANY ASSISTANCE OR HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME.

SINCERELY,

APRIL JOHNSON, REGISTERED-CPHT, BBA
PHARMACY OPERATIONS, CONTRACTING & LICENSING
903-885-0821 EXT. 100209
APRILJOHNSON@MEDICINECHESTRX.COM

STANDARD TERMS AND CONDITIONS
PLEASE READ CAREFULLY

CONTRACT DATES: Nov 1, 2013 to Oct 31, 2014

Standard Terms and Conditions apply to all advertised Invitation to Bid; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All bids shall be binding upon the respondent if accepted by the County within sixty (60) days of the Bid opening.

Bids are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. By returning this Bid with price(s) quoted, Contractors certify and agree to the following:

BID REQUIREMENTS: Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Hunt County in addition to the requirements of this form.

BID CERTIFICATION: The Offeror agrees that the submission of a signed Bid is certification that the Offeror will accept an award made to it as a result of the submission.

BID AFFIRMATION: Signing this Bid with a false statement is a material breach and shall void the submitted Bid or any resulting contract(s), and the Offeror shall be removed from all Bid lists. By signature, the Offeror certifies that the Offeror has not (i) give, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any Hunt County Elected Official or employee in connection with the submitted Bid; (ii) received compensation for participation in the preparation of this Invitation to Bid or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Invitation for Bids.

ACKNOWLEDGEMENT OF AMENDMENTS: Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Bid, by identifying the amendment number and the date in the space provided for this purpose, or by letter. The acknowledgement must be received by Hunt County by the time and at the place specified for receipt of Bids.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Hunt County Judge's Office. Bidders are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal amendment to the solicitation document.

BID WITHDRAWAL: after opening, Offers will not be allowed to withdraw their bids unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approved by Hunt County. Any requests for withdrawal must be made in writing and substantiated by all original work papers, documents, and other materials used in the preparation of the proposal. Such request shall be received by Hunt County within 10 days after opening. If permitted to withdraw the bid, the Offeror shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. Prior to the opening, Offeror may withdraw simply by making a written request to Hunt County; no explanation is required.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being FOB destination. Deliveries are to be made per instructions. Shipments sent C.O.D. without Hunt County's consent will not be accepted and will be at Seller's risk.

MATERIAL SAFETY DATA SHEETS: The Seller shall provide, at no additional cost one (1) copy of any applicable Manufacturer's Material Data Safety Sheet(s) (MSDS) to Hunt County. If OSHA or federal, state or local laws provide for other requirements, such requirements are in addition to the MSDS requirement.

CONTRACT AWARD: A response to this Invitation to Bid is an offer to sell based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through issuance of Purchase Requisition or Contract by Hunt County Commissioners Court. This Bid along with worksheets, submitted documents when properly accepted and awarded by Hunt County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and Hunt County. No different or additional terms will become a part of this contract with the exception of a Change Order.

BIDDER RESPONSIBILITY: The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required.
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

PROTESTS: A supplier who disagrees with an action taken by Hunt County shall submit a written protest stating the basis for its position. Hunt County may meet with the supplier and in any case shall provide a written response to the supplier's protest. If the supplier requests further review of the action of Hunt County, such review shall be promptly conducted by Counsel for Hunt County.

TIE BIDS: Award will be made by drawing lots. Consistent and continued tie bids could cause rejection of Bids by Hunt County and /or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Hunt County at any time to enforce provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Hunt County to enforce any provision at any time in accordance with its terms.

SALES TAX: Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

ORAL STATEMENTS: Hunt County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Hunt County Judge's Office.

INDEMNITY: Seller shall indemnify and hold harmless Hunt County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting in directly or indirectly for the contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Bid, appropriate insurance coverage including as a minimum, public liability and property damage with adequate limits to cover

contractor's liability as may arise directly or indirectly from work performed under this Bid. Certification of such coverage must be provided to the County before beginning any work.

REMEDIES: If Seller breaches any term of a contract, Hunt County shall have the rights available by law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Hunt County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing costs, and incidental, consequential or special damages incurred by Hunt County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Hunt County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Hunt County may treat such as a breach hereof. Hunt County may assign or delegate all or any part of its right and duties hereunder.

CANCELLATION: Upon thirty (30) days written notice to Seller, Hunt County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful Offeror must state therein the reasons for such cancellation. Hunt County reserves the right to award cancelled contract to next lowest and best Offeror as it deems to be in the best interest of the County.

APPLICABLE LAWS: Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS200E ET Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Hunt County. The goods may be returned or held for the account of the seller, at the Seller's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding dispute arising out of any agreement shall be brought in the federal or state courts within Hunt County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

FUNDING CLAUSE: Hunt County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement, may be terminated. To effect the termination of this Agreement, Hunt County shall, thirty (30) days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The Contractor will submit a final invoice and will cooperated with the County Auditor to remove all property owned by the Contractor as soon as possible. The final invoice will be verified and approved. Thereupon, Hunt County will be released from its obligation to make further payments.

COOPERATIVE CONTRACTS: Hunt County reserves the right to make purchases form governmental cooperative contracts or other Contractors to meet county needs. Governmental entities within Hunt County utilizing inter-governmental contracts with Hunt County will be eligible, but not obligated, to purchase goods and/or services under contract(s) awarded as a result of this solicitation. Using entities are responsible for obtaining charge authorization levels from awarded Contractor and are responsible for conforming to their statuted auditing

regulations. Hunt County will not be responsible for another governmental entity's debts. Each entity will order their goods and/or services as needed.

AUTHORIZED PERSONNEL: County employees, other than those designated by the county auditor are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Hunt County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

CONTRACT EXTENSION: The County shall have the option of extending this contract, subject to the approval of funding and review of the service provided by the Contractor, for up to three (3) additional one (1) year terms to be extended one (1) year at a time unless otherwise stated in this Bid. Contracts are extended upon mutual agreement of both Contractor and the County. The County of Hunt will not consider contract extensions which include any increase in unit Bid prices.

RIGHT TO PURCHASE ELSEWHERE: Hunt County will not actively solicit bids, proposals, quotations or otherwise to test the market solely for the purpose of seeking alternative sources; however, Hunt County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful Offeror cannot deliver the ordered goods to meet County work schedules.

EXEMPTIONS/SUBSTITUTIONS: All Bids meeting the intent of this Invitation to Bid will be considered for the award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the Bid. The absence of such list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications of the Invitation. Hunt County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published Bid package, then in the event of any conflict between terms and provisions of the County's published Bid, or any portion thereof, and the terms and provisions of the response made by the offeror, the County's Bid as published shall control. Furthermore, if an alteration of any kind to the County's published Bid is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ): The CIQ must be signed and returned with the original bid packet. Bid will be disqualified if the CIQ is not signed.

Hunt County reserves the right to accept or reject all or any part of any Bid and make award that best serves the interests of Hunt County.

Any responses, worksheets and/or submitted documents to this Bid become the property of Hunt County unless withdrawn before the due date and time of this bid.

SPECIAL TERMS AND CONDITIONS

CONTRACT

TERM:

THE TERM OF THE CONTRACT IS TO BE ONE (1) YEAR BEGINNING NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014 WITH OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS.

Termination:

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon thirty (30) days written notice in the event of material breach by successful Contractor to perform in accordance with the terms hereof, or any contract resulting from this Invitation to Bid.

INSURANCE REQUIREMENTS: The Seller shall provide Hunt County within two (2) weeks prior to the beginning of any contract for goods and/or services with a certificate of insurance and agrees to maintain at the Seller's expense such insurance with companies qualified to do business in Texas.

Types and Minimum Limits of Insurance

- a. Worker's Compensation Insurance as required by the STATE OF TEXAS - STATUTORY.
- b. Employer's Liability Insurance with a limit of not less than \$500,000.00
- c. Comprehensive General Liability with the limits of \$1,000,000.00 per occurrence/aggregate, including product and completed operations coverage.
- d. Deductible shall be \$5,000 or less on each of the above listed coverage.

FAILURE TO COMPLY WITH THE LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE CONTRACT.

All Bids must include this Invitation and any subsequent addenda and must be submitted in the specified form and the Offeror must sign and elate their Bid in the space provided.

Hunt County is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. Bids submitted in response to this Invitation are subject to release by the County as public information. If Offeror believes the Bid response, or parts of it are confidential, as proprietary information, he/she must specify that either all or part is excepted, and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Bids or parts of the Bids which are not marked as confidential will be considered public information after a contract has been awarded. The successful Bid may be considered public information even though parts are marked confidential.

Marking your entire Bid CONFIDENTIAL/PROPRIETARY is not conformance with the Texas Open Records Act.

Each Offeror shall carefully examine all Invitation to Bid documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid. Offerors will be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the Bid. Failure to make such investigations and exceptions shall not relieve the Offerors obligation to comply in every detail, with provisions and requirement of the Bid.

Offerors, their Employees or Representatives, are PROHIBITED from contacting any Official or Employee of Hunt County in regard to this Bid from the issuing date of the Bid until the date the Hunt County Commissioners Court meets to consider award of the Bid. Any such contact will be grounds for rejection of the Contractors proposal.

Bids must be manually signed by an officer of the company authorized to bind the submitter to its provision. The person signing the Bid must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign the bid will disqualify it.

The Bid submitted shall become an integral part of the contract between the County and the Offeror, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT HUNT COUNTY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.

NO OFFER OF SIGNING BONUS WILL BE ALLOWED.

NO VALUE ADDED SERVICES WILL BE CONSIDERED.

Responses offering a signing bonus or value added services will be disqualified and will be removed from future considerations.

HUNT COUNTY SPECIFICATIONS FOR PRESCRIPTION DRUGS

1. Hunt County is requesting bids for Prescription Drugs (Name Brand and Generic) for inmates housed at the Hunt County Justice Center.

Generic Prescription Drugs shall be provided for all orders
unless attending physician states Brand Name only.

By submitting a bid, the Vendor hereby agrees to all of the terms and provisions of the specifications, and to all terms and provisions of the contract.

2. This contract will be awarded to ONE VENDOR. Award shall be based on the fee basis per item for brand Name and Generic prescription drugs and evaluated services and qualifications. Since pricing is pre-set except for the dispensing fee, services and qualifications will be a major evaluation factor in the award. Please provide additional information that will be helpful.
3. Prescription Drug prices will be tied to the Indigent Health Care (IHC) rate as set by the Texas Department of State Health Services (TDSHS) as follows:
 - a. Brand medications will be the lower of: AWP minus 9.38% and no fee or AWP minus 11.38% + \$2.50 fee.
 - b. Generic medications will be the lower of: the above brand calculation, MAC + \$3.50 or acquisition + 25% + \$3.50 fee.

Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. Pricing on all transportation, freight, drayage and all other charges are to be prepaid by the Contractor and included in the bid prices.

4. Prescription must be blister packaged with free delivery to the Hunt County Justice Center.
5. In addition to requirements previously mentioned the successful vendor shall:
 - a. Show proof of a current Class A Pharmacy Permit and a valid Pharmacist License to practice in the State of Texas.
 - b. Be able to supply twenty-four (24) hour emergency service, seven (7) days a week with a pharmacist on call.
 - c. Supply medication in sealed bubble packs for easy handling.
 - d. Be willing to perform drug reviews (using indicators), be available for consultation, and provide in service programs at Hunt County Justice Center as needed.
 - e. Be available with contracting doctor for any necessary consultations.
 - f. Will work with the Hunt County indigent Health Coordinator.
 - g. Abide with Hunt County's HIPPA and Privacy Policies if applicable.
 - h. Complete the Conflict of Interest Questionnaire.
6. Prescription Drugs shall be delivered within an acceptable amount of time after the order is placed.
7. A packing list or invoice shall accompany each shipment and show:
 - a. Name and address of the Vendor.
 - b. Name of Inmate.
 - c. Description of material shipped, including item numbers, quantities, number of containers and package number, if any.
 - d. Signature of County employee receiving the item(s).
 - e. Invoice must include the National Drug Code (NOC).
 - f. Invoices should be sent at least weakly.

8. Invoices shall be directly mailed to the Hunt County Auditor's Office, P.O. Box 1097, Greenville, Texas 75403, Attention: Michelle Gregory or hand-delivered to 2507 Lee St, Room 104, Greenville, Texas 75403. Payments will be processed within thirty (30) days after receipt of the invoice or items, whichever is later. Invoices must be itemized and must be reference the Hunt County Purchase Order Number in order to be processed for payment.
9. Vendors are not officially to begin work or make delivery until a contract or award, signed by the proper parties, is executed. Hunt County accepts no liability of any kind for products and / or services delivered without proper authorization.
10. Silence of Specifications: The apparent silence of these specifications as to any detail, or the apparent omission for it of al detailed description concerning any point, shall he regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.
11. Waiver of Subrogation: By virtue of this contract, both the Contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.
12. Award: Criteria utilized by Hunt County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to a successful performance. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area or areas based on the most convenient location(s) for the using department.

Medicine Chest had worked with Hunt County Indigent Program for several years to provide pharmacy services to Hunt County Jail Inmates.

As our business has grown we have added a rotation of pharmacists on call 24 hours, 7 days a week to handle emergency situations for our institutional and residential patient services. Hunt County Jail personnel will have one number to call to reach a pharmacist after regular business hours.

Medicine Chest will continue to provide medications packaged in sealed medication cards as requested.

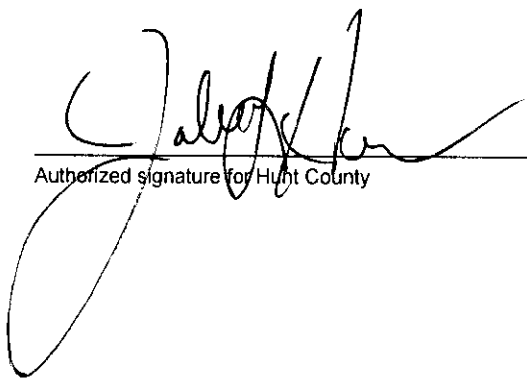
Pharmacy Consulting Services are available to your facility as well. We have a network of pharmacy professionals available for consulting services including drug reviews, physician consultation and pharmacy in-service programs.

Any OSHA required Materials Safety Data Sheets can be provided by request from facility staff.

Our pharmacy staff will continue to work with the Hunt County Indigent Care Coordinator to continue to modify and improve the services we provide through the feedback and request made by Hunt County Indigent Care and Jail employees. Our goal is to give you the tools you need to provide this service in a cost effective and clinically sound manner.

Medicine Chest is a HIPAA covered entity and maintains policies and procedures necessary to protect the private health information of its patients.

We at Medicine Chest appreciate the opportunity to continue to care for the Hunt County Jail Inmates through the assistance of the Hunt County Indigent Program.



Authorized signature for Hunt County

April Johnson, Medicine Chest Contracting



#12,947

Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table B)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Hunt County Sheriff's Office

NCIC/ORI/Tracking Number:

T	X	1	1	6	0	0	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: P.O. Box 1097

City: Greenville State: TX Zip: 75403

Finance Contact: First: Beverly Last: Gilmore

Phone: 903-453-6807 E-mail: 903-453-6807

Preparer: First: Diane Last: McNair

Same as Finance Contact Phone: 903-453-6950 E-mail: dmcnair@huntcounty.net

Independent Public Accountant: E-mail: rlake@geusnet.com

Last FY End Date: 09/30/2013 Agency Current FY Budget: \$9,132,071.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received	\$26,208.44	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income	\$100.00	
5	Interest Income Accrued Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing <input type="radio"/>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$26,308.44	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$22,858.45	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$3,449.99	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIA, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

FILED FOR RECORD
 NOV 12 2013
 JENNIFER L. HARRIS
 CLERK OF COURT

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear	\$17,400.00	
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$5,458.45	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$22,858.45	\$0.00
o	Did your agency receive non-cash assets? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Paid USMS to Transfer a 2007 Jeep Grand Cherokee SRT from Asset ID 12-DEA-571697 to the Inventory of the Hunt County Sheriff's Department	\$4,618.60	
Paid USMS to Transfer a 2002 Honda ATV Rancher 4 X 4 from Asset ID 12-DEA-570897 to the inventory of the Hunt County Sheriff's Department	\$392.80	
Paid USMS to Transfer a 1998 Honda ATV Foreman 4 X 4 from Asset ID 12-DEA-570895 to the inventory of the Hunt County Sheriff's Department	\$377.05	
Federal Forfeiture Account Checks and Deposit Order 70.00 Fee to Open Account	\$70.00	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input checked="" type="radio"/> Treasury <input type="radio"/>	12-DEA-571697, 12-DEA-570897, 12-DEA-570895

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
Name: Randy Meeks
Title: Hunt County Sheriff
Date: _____
E-mail: rmeeks@huntcounty.net

Governing Body Head

Signature: _____
Name: John Horn
Title: Hunt County Judge
Date: 11/14/2013
E-mail: cojudge@huntcounty.net

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY End: 09/30/2013

NCIC: TX1160000

State: TX



Date Printed: October 21, 2013 16:48

Agency: Hunt County Sheriff's Office

Finance Contact: Beverly Gilmore

Phone: 903-453-6807

E-mail: 903-453-6807

AGENCY: HUNT COUNTY SHERIFF OFFICE

CURRENT FISCAL YEAR BUDGET AS OF 10/21/13 (FY14)

FUND 10	DEPT 1900	\$4,884,767
FUND 10	DEPT 2000	\$4,020,476
FUND 10	DEPT 5200	\$159,207
FUND 82	DEPT 5200	\$67,621
TOTAL		<u>\$9,132,071</u>

This data is being used to support the total shown on the 2013 Equitable Sharing Agreement and Certification Form. The amounts shown above were taken from budget worksheets printed on October 21, 2013. Those budget worksheets are attached hereto.

Also attached is an Account Register which supports the amounts reported in the Justice Funds Column of the Agreement and Certification Form.

**Diane McNair
Assistant Auditor
Hunt County**

STATEMENT OF EXPENDITURES - BUDGET VS ACTUAL

AS OF: OCTOBER 31ST, 2013

10 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	BUDGET REMAINING	BUDGET % REMAINING
SHERIFF-CORRECTIONS						

641-1900-1121 EMPLOYEES SALARY	2,335,830	2,335,830	91,062.54	91,062.54	2,244,767.46	96.10
641-1900-1122 OVERTIME COMP PAY	20,000	20,000	52.27	52.27	19,947.73	99.74
641-1900-1123 HOLIDAY PAY	99,476	99,476	0.00	0.00	99,476.00	100.00
641-1900-1124 FEDERAL INMATE OVERTIME	0	3,000	0.00	0.00	3,000.00	100.00
641-1900-1145 JAIL COMM SALARY STIPEND	15,999	15,999	839.97	839.97	15,159.03	94.75
641-1900-1147 CRIME CONTROL STIPEND	3,300	3,300	0.00	0.00	3,300.00	100.00
641-1900-1150 LONGEVITY	10,675	10,675	392.36	392.36	10,282.64	96.32
641-1900-1155 STEP INCREASE	144,465	144,465	4,689.82	4,689.82	139,775.18	96.75
641-1900-1161 MOBILE PHONE ALLOWANCE	4,200	4,200	250.00	250.00	3,950.00	94.05
641-1900-1210 GROUP MEDICAL	685,995	685,995	28,784.89	28,784.89	657,210.11	95.80
641-1900-1221 FICA	201,487	201,497	7,345.78	7,345.78	194,151.22	96.35
641-1900-1230 RETIREMENT	264,026	264,026	9,747.98	9,747.98	254,278.02	96.31
641-1900-1240 UNEMPLOYMENT INS	19,755	19,755	4,997.80	4,997.80	14,757.20	74.70
641-1900-1250 WORKERS COMP	72,156	72,156	16,162.57	16,162.57	55,993.43	77.60
641-1900-2150 EMPLOYEE MED/PSY SCREENI	9,000	9,000	0.00	0.00	9,000.00	100.00
641-1900-2232 VEHICLE REPAIR & MAINT	10,000	20,000	609.92	609.92	19,390.08	96.95
641-1900-2234 OTHER - REPAIR & MAINT J	40,000	40,000	439.47	439.47	39,560.53	98.90
641-1900-2235 SOFTWARE-REPAIR & MAINT	3,200	5,000	0.00	0.00	5,000.00	100.00
641-1900-2236 HARDWARE-REPAIR & MAINT	4,000	4,000	0.00	0.00	4,000.00	100.00
641-1900-2314 BONDS, ERRORS & OMISSIO	175	175	0.00	0.00	175.00	100.00
641-1900-2320 TELEPHONE	2,500	3,500	262.83	262.83	3,237.17	92.49
641-1900-2350 TRAVEL IN & OUT OF COUNT	20,000	10,000	240.00	240.00	9,760.00	97.60
641-1900-2360 DUES	175	175	0.00	0.00	175.00	100.00
641-1900-2370 TRAINING & SCHOOLS	11,000	11,000	200.00	200.00	10,800.00	98.18
641-1900-2392 QUARTER MASTER PROGRAM	40,000	16,000	0.00	0.00	16,000.00	100.00
641-1900-3110 OPERATING SUPPLIES	16,000	31,900	204.15	204.15	31,695.85	99.36
641-1900-3112 AMMUNITION	0	1,775	0.00	0.00	1,775.00	100.00
641-1900-3120 COPY PAPER	3,000	4,000	0.00	0.00	4,000.00	100.00
641-1900-3410 EXPENDABLE EQUIP-JAIL	29,770	43,270	497.80	497.80	43,767.80	101.15
641-1900-3415 PRISONER PAY PHONE EXPEN	0	0	0.00	0.00	0.00	0.00
641-1900-3500 FUEL & LUBRICANTS	25,000	40,000	821.86	821.86	39,178.14	97.95
641-1900-3610 JAIL FOOD	335,000	419,000	8,088.82	8,088.82	410,911.18	98.07
641-1900-3620 JAIL SUPPLIES	54,000	93,100	0.00	0.00	93,100.00	100.00
641-1900-3630 MEDICAL CARE - INMATES	132,000	150,000	3,797.52	3,797.52	146,202.48	97.47
641-1900-3631 PSYCHIATRIC SERVICES	55,000	55,000	0.00	0.00	55,000.00	100.00
641-1900-3640 OUTSIDE INCARCERATION	4,000	0	0.00	0.00	0.00	0.00
641-1900-4200 EQUIPMENT	12,500	47,498	0.00	0.00	47,498.00	100.00
641-1900-7120 PRIOR YEAR EXPENSES	0	0	0.00	0.00	0.00	0.00
TOTAL SHERIFF-CORRECTIONS	4,683,694	4,884,767	178,492.75	178,492.75	4,706,274.25	96.35

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL

AS OF: OCTOBER 31ST, 2013

10 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	BUDGET REMAINING	BUDGET % REMAINING
SHERIFF-LAW ENF						

631-2000-1110 ELECTED OFFICIAL SALARY	52,755	52,755	2,069.04	2,069.04	50,685.96	96.08
631-2000-1121 EMPLOYEES SALARY	1,761,240	1,761,240	70,794.28	70,794.28	1,690,445.72	95.98
631-2000-1122 OVERTIME COMP PAY	24,000	24,000	0.00	0.00	24,000.00	100.00
631-2000-1123 HOLIDAY PAY	72,567	72,567	0.00	0.00	72,567.00	100.00
631-2000-1131 HOURLY EMP W/O BENEFITS	12,500	12,500	0.00	0.00	12,500.00	100.00
631-2000-1132 FORFEITURE-HOURLY SUPP	9,077	9,077	0.00	0.00	9,077.00	100.00
631-2000-1145 SD-FORFEITURE SALARY SUP	27,266	29,539	1,120.85	1,120.85	28,418.15	96.21
631-2000-1147 CRIME CONTROL STIPEND	0	0	0.00	0.00	0.00	0.00
631-2000-1150 LONGEVITY	15,047	15,047	553.89	553.89	14,493.11	96.32
631-2000-1155 STEP INCREASE	65,730	65,730	2,534.87	2,534.87	63,195.13	96.14
631-2000-1160 TRAVEL ALLOWANCE	11,400	11,400	950.00	950.00	10,450.00	91.67
631-2000-1161 MOBILE PHONE ALLOWANCE	15,000	15,000	1,100.00	1,100.00	13,900.00	92.67
631-2000-1164 LAW ENFORCEMENT CERTIFIC	35,400	34,850	3,050.00	3,050.00	31,800.00	91.25
631-2000-1210 GROUP MEDICAL	438,045	438,045	19,974.38	19,974.38	418,070.62	95.44
631-2000-1221 FICA	160,802	160,760	6,147.44	6,147.44	154,612.56	96.18
631-2000-1230 RETIREMENT	208,388	208,333	8,044.32	8,044.32	200,288.68	96.14
631-2000-1240 UNEMPLOYMENT INS.	15,268	15,264	4,094.83	4,094.83	11,169.17	73.17
631-2000-1250 WORKERS COMP	51,717	51,703	11,911.41	11,911.41	39,791.59	76.96
631-2000-2141 FORENSIC ANALYSIS	9,000	9,000	0.00	0.00	9,000.00	100.00
631-2000-2150 EMPLOYEE MED/PSY SCREENI	2,000	2,000	0.00	0.00	2,000.00	100.00
631-2000-2232 VEHICLE REPAIR & MAINT	70,000	84,976	1,263.66	1,263.66	83,712.34	98.51
631-2000-2234 OTHER - REPAIR & MAINT S	6,000	6,000	3,630.00	3,630.00	2,370.00	39.50
631-2000-2235 SOFTWARE-REPAIR & MAINT	23,630	25,830	23,850.00	23,850.00	1,980.00	7.67
631-2000-2236 HARDWARE-REPAIR & MAINT	2,000	2,000	0.00	0.00	2,000.00	100.00
631-2000-2311 AUTO LIABILITY INS	40,000	44,658	0.00	0.00	44,658.00	100.00
631-2000-2314 BONDS, ERRORS & OMISSION	1,000	1,000	0.00	0.00	1,000.00	100.00
631-2000-2320 TELEPHONE	27,800	37,800	2,343.61	2,343.61	35,456.39	93.80
631-2000-2350 TRAVEL IN & OUT OF COUNT	9,400	9,400	150.45	150.45	9,249.55	98.40
631-2000-2360 DUES	500	500	78.00	78.00	422.00	84.40
631-2000-2370 TRAINING/SCHOOLS	16,000	16,000	2,090.00	2,090.00	13,910.00	86.94
631-2000-2392 QUARTER MASTER PROGRAM	21,000	21,000	0.00	0.00	21,000.00	100.00
631-2000-3110 OPERATING SUPPLIES	60,000	57,200	727.75	727.75	56,472.25	94.00
631-2000-3112 AMMUNITION	15,000	20,000	0.00	0.00	20,000.00	100.00
631-2000-3114 DRUG DOG SUPPLIES	7,800	7,800	0.00	0.00	7,800.00	100.00
631-2000-3120 COPY PAPER	3,500	3,500	0.00	0.00	3,500.00	100.00
631-2000-3140 POSTAGE	2,000	2,000	0.00	0.00	2,000.00	100.00
631-2000-3190 MISCELLANEOUS EXPENSE	0	0	0.00	0.00	0.00	0.00
631-2000-3410 EXPENDABLE EQUIP & TOOLS	27,000	161,381	97.65	97.65	161,283.35	99.94
631-2000-3500 FUEL & LUBRICANTS	200,000	204,000	3,332.82	3,332.82	200,667.18	98.37
631-2000-4100 HCSO SO. COMMAND STATION	0	15,000	35.00	35.00	14,965.00	99.77
631-2000-4200 EQUIPMENT	34,000	311,621	0.00	0.00	311,621.00	100.00
TOTAL SHERIFF-LAW ENF	3,553,832	4,020,476	169,944.25	169,944.25	3,850,531.75	95.77

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL
AS OF: OCTOBER 31ST, 2013

10 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	BUDGET REMAINING	BUDGET % REMAINING
612-5100-2150 EMPLOYEE MED/PSY SCREENI	0	0	0.00	0.00	0.00	0.00
612-5100-2235 SOFTWARE-REPAIR & MAINT	0	0	0.00	0.00	0.00	0.00
612-5100-2236 HARDWARE-REPAIR & MAINT	0	0	0.00	0.00	0.00	0.00
612-5100-2314 BONDS ERRORS & OMISSION	150	150	0.00	0.00	150.00	100.00
612-5100-2320 TELEPHONE	600	600	0.00	0.00	600.00	100.00
612-5100-2330 ADVERTISING	3,000	3,000	0.00	0.00	3,000.00	100.00
612-5100-2350 TRAVEL IN & OUT OF COUNT	400	400	0.00	0.00	400.00	100.00
612-5100-2360 DUES	300	300	0.00	0.00	300.00	100.00
612-5100-2370 TRAINING / SCHOOLS	6,000	6,000	374.86	374.86	5,625.14	93.75
612-5100-3110 OPERATING SUPPLIES	1,500	2,806	110.67	110.67	2,695.33	96.06
612-5100-3120 COPY PAPER	300	300	0.00	0.00	300.00	100.00
612-5100-3140 POSTAGE	150	150	0.00	0.00	150.00	100.00
612-5100-3410 EXPENDABLE EQUIP	0	231	339.98	339.98	(108.98)	47.18-
612-5100-4200 EQUIPMENT	0	0	0.00	0.00	0.00	0.00
612-5100-7600 CONTINGENCY EXPENSE	54,000	7,789	0.00	0.00	7,789.00	100.00
TOTAL PURCHASING	173,006	128,532	3,197.36	3,197.36	125,334.64	97.51
COURT HOUSE SECURITY						

621-5200-1120 DEPT HEAD/APPT OFFICIAL	37,040	37,040	0.00	0.00	37,040.00	100.00
621-5200-1121 EMPLOYEES SALARY	67,682	67,682	0.00	0.00	67,682.00	100.00
621-5200-1122 OVERTIME COMP PAY	0	5	0.00	0.00	5.00	100.00
621-5200-1150 LONGEVITY	392	392	0.00	0.00	392.00	100.00
621-5200-1155 STEP INCREASE	2,815	2,815	0.00	0.00	2,815.00	100.00
621-5200-1161 MOBILE PHONE ALLOWANCE	600	600	50.00	50.00	550.00	91.67
621-5200-1164 LAW ENFORCEMENT CERTIFIC	600	1,150	150.00	150.00	1,000.00	86.96
621-5200-1210 GROUP MEDICAL	24,795	24,795	44.41	44.41	24,750.59	99.82
621-5200-1221 FICA	8,348	8,390	14.71	14.71	8,375.29	99.82
621-5200-1230 RETIREMENT	10,896	10,951	19.48	19.48	10,931.52	99.82
621-5200-1240 UNEMPLOYMENT INS.	818	822	3.50	3.50	818.50	99.57
621-5200-1250 WORKERS COMP	3,001	3,015	672.07	672.07	2,342.93	77.71
621-5200-2150 EMPLOYEE MED/PSY SCREENI	0	0	0.00	0.00	0.00	0.00
621-5200-2232 AUTO REPAIR & MAINTENANC	0	0	0.00	0.00	0.00	0.00
621-5200-2311 AUTO LIABILITY INSURANCE	0	0	0.00	0.00	0.00	0.00
621-5200-2320 TELEPHONE	50	50	0.00	0.00	50.00	100.00
621-5200-2350 TRAVEL IN & OUT OF COUNT	0	0	0.00	0.00	0.00	0.00
621-5200-2360 DUES	0	0	0.00	0.00	0.00	0.00
621-5200-2370 EDUCATION & TRAINING	0	0	0.00	0.00	0.00	0.00
621-5200-2392 QUARTER MASTER PROGRAM	1,500	1,500	0.00	0.00	1,500.00	100.00
621-5200-3110 OPERATING SUPPLIES	0	0	0.00	0.00	0.00	0.00
621-5200-3190 MISCELLANEOUS EXPENSE	0	0	0.00	0.00	0.00	0.00
621-5200-3410 EXPENDABLE EQUIP & TOOLS	0	0	0.00	0.00	0.00	0.00
621-5200-3500 FUEL & LUBRICANTS	0	0	0.00	0.00	0.00	0.00

STATEMENT OF EXPENDITURES - BUDGET VS ACTUAL

AS OF: OCTOBER 31ST, 2013

10 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	BUDGET REMAINING	BUDGET % REMAINING
621-5200-4200 EQUIPMENT	0	0	0.00	0.00	0.00	0.00
TOTAL COURT HOUSE SECURITY	158,537	159,207	954.17	954.17	158,252.83	99.40
ENVIRONMENTAL ENP						

632-5400-1121 EMPLOYEES SALARY	108,258	108,258	2,683.16	2,683.16	105,574.84	97.52
632-5400-1122 OVERTIME COMP PAY	500	500	0.00	0.00	500.00	100.00
632-5400-1131 HOURLY EMP W/O BENEFITS	1,500	1,500	0.00	0.00	1,500.00	100.00
632-5400-1150 LONGEVITY	692	692	0.00	0.00	692.00	100.00
632-5400-1155 STEP INCREASE	3,600	3,600	138.48	138.48	3,461.52	96.15
632-5400-1162 UNIFORM ALLOWANCE	1,800	1,800	100.00	100.00	1,700.00	94.44
632-5400-1210 GROUP MEDICAL	24,795	24,795	744.46	744.46	24,050.54	97.00
632-5400-1221 FICA	8,901	8,901	199.90	199.90	8,701.10	97.75
632-5400-1230 RETIREMENT	11,501	11,501	283.29	283.29	11,217.71	97.54
632-5400-1240 UNEMPLOYMENT INS	873	873	194.73	194.73	678.27	77.69
632-5400-1250 WORKERS COMP	3,200	3,200	715.54	715.54	2,484.46	77.64
632-5400-2150 EMPLOYEE MED/PEY SCREENI	100	100	0.00	0.00	100.00	100.00
632-5400-2232 VEHICLE-REPAIR & MAINT	8,000	8,000	82.87	82.87	7,917.13	98.96
632-5400-2240 RENTALS / LEASE / PAGERS	1,500	1,500	50.00	50.00	1,450.00	96.67
632-5400-2311 AUTO LIABILITY INS	4,500	4,500	0.00	0.00	4,500.00	100.00
632-5400-2314 BONDS, ERRORS, & OMISSIO	86	86	0.00	0.00	86.00	100.00
632-5400-2320 TELEPHONE	1,500	1,500	0.00	0.00	1,500.00	100.00
632-5400-2350 TRAVEL IN & OUT OF COUNT	150	150	0.00	0.00	150.00	100.00
632-5400-2360 DUES	90	90	0.00	0.00	90.00	100.00
632-5400-2370 EDUCATION & TRAINING	2,000	2,171	0.00	0.00	2,171.00	100.00
632-5400-2392 QUARTER MASTER PROGRAM	0	0	0.00	0.00	0.00	0.00
632-5400-3110 OPERATING SUPPLIES	5,000	8,000	500.00	500.00	7,500.00	93.75
632-5400-3111 TIRE DISPOSAL/OTHER CLEAN	11,754	3,970	0.00	0.00	3,970.00	100.00
632-5400-3120 COPY PAPER	200	200	0.00	0.00	200.00	100.00
632-5400-3410 EXPENDABLE EQUIP & TOOLS	0	1,927	0.00	0.00	1,927.00	100.00
632-5400-3500 FUEL & LUBRICANTS	15,000	15,800	223.59	223.59	15,576.41	98.58
632-5400-4200 EQUIPMENT	0	0	0.00	0.00	0.00	0.00
TOTAL ENVIRONMENTAL ENP	215,500	215,614	5,916.02	5,916.02	209,697.98	97.26
911 COOR						

632-5900-1120 DEPT HEAD/APPT OFFICIAL	43,276	43,276	1,704.46	1,704.46	41,571.54	96.06
632-5900-1121 EMPLOYEES SALARY	29,030	29,030	1,156.54	1,156.54	27,873.46	96.02
632-5900-1122 OVERTIME COMP PAY	0	0	0.00	0.00	0.00	0.00
632-5900-1150 LONGEVITY	600	600	23.08	23.08	576.92	96.15
632-5900-1162 UNIFORM ALLOWANCE	500	500	41.67	41.67	458.33	91.67
632-5900-1210 GROUP MEDICAL	16,530	16,530	744.46	744.46	15,785.54	95.50

STATEMENT OF EXPENDITURES - BUDGET VS ACTUAL

AS OF: OCTOBER 31ST, 2013

02 - COURTHOUSE SECURITY

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	BUDGET REMAINING	BUDGET % REMAINING
COURT HOUSE SEC						
621-5200-1120 SUPERVISOR OF SECURITY	0	0	1,464.62	1,464.62 (	1,464.62)	0.00
621-5200-1121 EMPLOYERS SALARY	0	0	2,683.16	2,683.16 (	2,683.16)	0.00
621-5200-1122 OVERTIME COMP PAY	0	0	0.00	0.00	0.00	0.00
621-5200-1131 HOURLY EMP W/O BENEFITS	15,000	27,150	0.00	0.00	27,150.00	100.00
621-5200-1136 BAILIFFS (ALL COURTS)	5,000	5,000	0.00	0.00	5,000.00	100.00
621-5200-1150 LONGEVITY	0	0	23.08	23.08 (	23.08)	0.00
621-5200-1155 STEP INCREASE	0	0	92.32	92.32 (	92.32)	0.00
621-5200-1210 GROUP MEDICAL	0	0	1,072.28	1,072.28 (	1,072.28)	0.00
621-5200-1221 FICA	1,530	1,530	298.18	298.18	1,231.82	80.51
621-5200-1230 RETIREMENT	2,008	2,008	423.60	423.60	1,584.40	78.90
621-5200-1240 UNEMPLOYMENT	150	150	248.64	248.64 (	98.64)	65.76-
621-5200-1250 WORKERS COMP	550	550	123.00	123.00	427.00	77.64
621-5200-2150 EMPLOYEE MED/PSY SCREENI	100	100	0.00	0.00	100.00	100.00
621-5200-2232 AUTO REPAIR & MAINTENANC	500	500	0.00	0.00	500.00	100.00
621-5200-2234 EQUIPMENT REPAIR & MAINT	1,000	550	0.00	0.00	550.00	100.00
621-5200-2311 AUTO LIABILITY INSURANCE	683	683	0.00	0.00	683.00	100.00
621-5200-2320 TELEPHONE	0	0	0.00	0.00	0.00	0.00
621-5200-2350 TRAVEL IN & OUT OF COUNT	100	100	0.00	0.00	100.00	100.00
621-5200-2360 DURS	50	50	0.00	0.00	50.00	100.00
621-5200-2370 EDUCATION & TRAINING	2,500	2,500	0.00	0.00	2,500.00	100.00
621-5200-2392 QUARTER MASTER PROGRAM	0	0	0.00	0.00	0.00	0.00
621-5200-3110 CHS - OPERATING SUPPLIES	1,500	2,500	98.40	98.40	2,401.60	96.06
621-5200-3190 MISCELLANEOUS EXPENSE	0	0	0.00	0.00	0.00	0.00
621-5200-3410 EXPENDABLE EQUIP & TOOLS	3,800	3,250	0.00	0.00	3,250.00	100.00
621-5200-3500 FUEL & LUBRICANTS	1,000	1,000	48.93	48.93	951.07	95.11
621-5200-4200 EQUIPMENT	20,000	20,000	0.00	0.00	20,000.00	100.00
621-5200-7600 CONTINGENCY	0	0	0.00	0.00	0.00	0.00
621-5200-9100 TRANSFER OUT	0	0	0.00	0.00	0.00	0.00
TOTAL COURT HOUSE SEC	55,471	67,621	6,576.21	6,576.21	61,044.79	90.27
TOTAL EXPENDITURES	55,471	67,621	6,576.21	6,576.21	61,044.79	90.27

*** END OF REPORT ***

SO-Federal Forfeiture Account
Account Register
For the Period From Oct 1, 2012 to Sep 30, 2013
10.1011 - CASH IN BANK

Filter Criteria includes: Report order is by Date.

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			
12/14/12	12/14/12 OPEN	Other	12.14.12 OPEN NEW A	100.00		100.00
12/31/12	STMT	Other	CK CHARGE		70.00	30.00
4/30/13	04/30/13	Deposit	FEDERAL FORFEITUR	22,994.56		23,024.56
5/15/13	1001	Withdraw	TRANSFER OF PROPE		4,618.60	18,405.96
5/15/13	1002	Withdraw	TRANSFER OF PROPE		377.05	18,028.91
5/15/13	1003	Withdraw	TRANSFER OF PROPE		392.80	17,636.11
5/30/13	05/30/13	Deposit	FEDERAL FORFEITUR	860.24		18,496.35
8/7/13	1004	Withdraw	EQUIPMENT		800.00	17,696.35
8/7/13	1005	Withdraw	EQUIPMENT		16,600.00	1,096.35
9/17/13	09/17/13	Deposit	FEDERAL FORFEITUR	2,353.64		3,449.99
			Total	26,308.44	22,858.45	

12,949
PROCLAMATION
Home Care & Hospice Month
November 2013

FILED FOR RECORD
at 11:00 o'clock A M
NOV 12 2013
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

WHEREAS, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and,

WHEREAS, home care is the most preferred method of health care delivery among disabled elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and,

WHEREAS, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and,

WHEREAS, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and,

WHEREAS, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

WHEREAS, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races and backgrounds who are at the end of life; and

WHEREAS, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2013 as "Home Care and Hospice Month" with the theme of "Home Care & Hospice... Keeping Texans Independent" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

NOW, THEREFORE, BE IT PROCLAIMED, by the Hunt County Commissioners Court that November 2013 be recognized as "**HOME CARE AND HOSPICE MONTH**" in Hunt County, and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled, and terminally ill.

In official witness whereof this 12th day of November, 2013..

Judge John L. Horn

Commissioner Eric Evans

Commissioner Phillip Martin

Commissioner Jay Atkins

Commissioner Jim Latham

Attest: _____
County Clerk



Copy

Memorandum of Understanding
Between the Society for the Prevention of Cruelty of
Animals of Texas and the Hunt County Constable Office Precinct 1

12,952
FILED FOR RECORD
at 1:00 o'clock P M
NOV 12 2013
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the SPCA of Texas, (hereinafter referred to as "SPCA") whose address is 2400 Lone Star Drive, Dallas, Texas 75212 and the Hunt County Constable Office Precinct 1, whose address is 2801 Stuart Street Suite 435, Greenville, Texas 75401.

2. **Purpose:** The purpose of this MOU is to establish the terms and conditions under which the Hunt County Constable Office Precinct 1 Office will carry the commission of (1) Texas TCOLE licensed peace officer as special investigator, employed by the SPCA, for the particular purpose of assisting the Hunt County Constable Office Precinct 1 with regards to animal cruelty cases arising within Hunt County, Texas and other such related law enforcement duties as assigned by the Hunt County Constable Office Precinct 1.

3. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than on (1) month beyond the current term of office of the Elected Hunt County Constable Precinct 1, Terry Jones. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Payment:** No monetary payment shall be made to either party by the other party as a result of this MOU. The parties specifically acknowledge and agree this MOU is not contractual in nature and no claim for monetary damages shall be sought by either party pursuant to this MOU.

5. Responsibilities of the SPCA of Texas:

- A. The SPCA shall cover all incurred costs for the special investigator, including but not limited to, salaries, benefits, worker's compensation insurance, training, continuing education, vehicles, vehicle maintenance and equipment of the above described special investigator.
- B. Any equipment provided by the Hunt County Constable Office Precinct 1's Office to the SPCA for use by the special investigator shall remain the property of the Hunt County Constable Office Precinct 1 Office and will be returned to the Hunt County Constable Office Precinct 1 upon termination of this MOU, or upon the request of the Hunt County Constable Office Precinct 1 Office.

- C. The SPCA shall be solely responsible for the payment of any money to the special investigator and shall not be entitled to reimbursement of any kind from the Hunt County Constable Office Precinct 1. This paragraph shall not apply to any restitution received from the prosecution of animal cruelty cases by the Hunt County Constable Office Precinct 1 on behalf of the SPCA and/or Hunt County for those cases in which the SPCA was actively involved either in the investigation, prosecution, or housing of the animals included in any animal cruelty investigation.
- D. The SPCA, in their sole discretion, shall have the ability to determine the amount of salary and other benefits, if any, paid to the special investigator.
- E. The special investigator assigned to the Hunt County Constable Office Precinct 1 will be responsible for:
 - 1. Investigations of alleged animal cruelty reported to the SPCA or Hunt County Constable Office Precinct 1 within Hunt County; and
 - 2. Assisting all Hunt County Constable Office Precinct 1 with investigations relating to animal crimes.
- F. The SPCA will incur all costs incurred by the SPCA for the purposes of investigation, housing and care for those animal cruelty cases situated in Hunt County for which the SPCA special investigator was the lead investigative officer.
- G. The SPCA will be responsible for providing the Hunt County Constable Office Precinct 1 with all requested case – related documents, including but not limited to, case files, warrant returns and any other case-related documents with the exclusion of those documents subject to privileges and exemptions pursuant to all applicable state and federal rules of procedure.

6. Responsibilities of the Hunt County Constable Office Precinct 1:

- A. The Hunt County Constable Office Precinct 1 will submit to TCOLE appropriate documentation and maintain special investigator's status as "other" under the TCOLE guidelines with the Hunt County Constable Office Precinct 1.
- B. Provide each officer with a Badge and Identification card in accordance to the TCOLE / Hunt County Constable Office Precinct 1 policies.
- C. Allow time spent working for the SPCA of Texas while in cooperation with the Hunt County Constable Office Precinct 1 to be logged as on duty time for special

investigator status.

- D. Maintain log of completed TCOLE training and required TCOLE training.
- E. On cases filed with the Hunt County Constable Office Precinct 1, if any, pursuant to this MOU by the special investigator, the Hunt County Constable Office Precinct 1 will seek reasonable financial restitution for expenditures of the SPCA when appropriate according to the law then existing. However, the Hunt County Constable Office Precinct 1 cannot guarantee that financial restitution in any amount will be granted by the Court nor eventually paid by a particular defendant.

7. **General Provisions:**

- A. **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revision, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written documentation and effective when all involved parties with this MOU have signed the document or otherwise specified.
- B. **Applicable Law:** The construction, interpretation and enforcement of the MOU shall be governed by the laws of the State of Texas the courts of competent jurisdiction in Hunt County, Texas shall have jurisdiction over any action arising out of this MOU.
- C. **Authority Granted and Chain of Command:** Peace Officers of the Hunt County Constable Office Precinct 1 assigned and performing duties pursuant to this MOU are subject to the direction and control of the Elected Hunt County Constable and shall have full peace officer authority within the territorial jurisdiction of Hunt County, Texas. Nothing in this MOU shall be interpreted to authorized any assigned peace officer to exercise any power that the Hunt County Constable Office Precinct 1 Office is not authorized to exercise.
- D. **Entirety of Agreement:** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements both written and oral.
- E. **Liability:** Pursuant to Texas Law any peace officer acting under this MOU shall be deemed to be acting within the scope of his duties for law enforcement purposes.
- F. **Severability:** Should any portion of this MOU be judicially illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

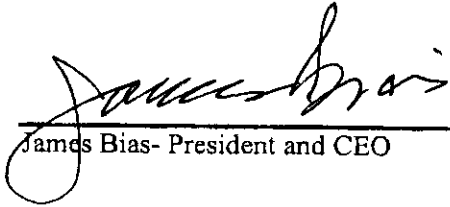
- G. **Sovereign Immunity:** Hunt County and the Hunt County Constable Office Precinct 1 expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Chapter 72 of the Texas Civil Practice and Remedies Code, and Article XI, Section 7 of the Texas Constitution.
- H. **INDEMFICATION: SPCA EXPRESSLY AGREES IN ACCORDANCE WITH THE TERMS OF THIS MOU TO HOLD HUNT COUNTY CONSTABLE OFFICE PRECINCT 1 FREE AND HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING FROM OR WITH RESPECT TO ANY ACTS OF THE SPECIAL INVESTIGATOR WHICH IS THE SUBJECT OF THIS MOU WHICH GIVE RISE TO CLAIMS THAT SUCH ACTS WERE COMMITTED BY OR ON BEHALF OF HUNT COUNTY CONSTABLE OFFICE PRECINCT 1 INCLUDING, BUT NOT LIMITED TO, HUNT COUNTY CONSTABLE OFFICE PRECINCT 1 OWN NEGLIGENCE.**

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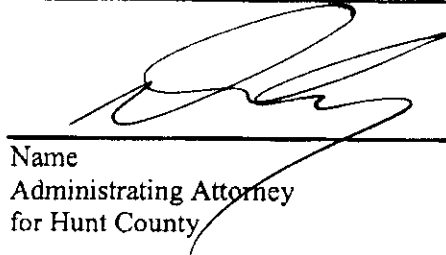
8. Signatures In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates below, and certify they have read, understood, and agreed to the terms and conditions of this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

SPCA of Texas


James Bias- President and CEO

Hunt County Constable, Hunt County, State of Texas


Name
Administrating Attorney
for Hunt County

6/12/2014
Date