

179

RX Date/Time 12/09/2015 10:43
12/09/2015 10:44 Wise County Auditor

Wise County Auditor

(FAX)940 627 3388

P.001
P.001/001

Tarrant Regional Transportation Coalition
1509B South University Drive, Suite 276
Fort Worth, Texas 76107
817-850-7940

Invoice

Date	Invoice #
10/1/2015	20703

Bill To

Wise County
Honorable Bill McElhaney, County Judge
P O Box 393
Decatur TX 76234

Terms

Due October 1, 2015

Description	Rate	Qty	Amount
FY 2015-16 Annual Dues	5,000.00		5,000.00
<div data-bbox="243 1543 649 1627" data-label="Text"><p>All dues are non-refundable.</p></div>			

Please remit to:
Tarrant Regional Transportation Coalition
c/o Patricia Ward
1509B South University Dr., Ste. 276
Fort Worth, Texas 76107

Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

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RX Date/Time 12/09/2015 08:23 Wise County Auditor

08:22 Wise County Auditor

(FAX) 940 627 3388

P.001 P.001/001



National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x291
Direct: 202.942.4291
Fax: 866.467.1825
EIN# 53-0190321

ID: 48497

Ms. Ann McCulston
Auditor
Wise County
PO BOX 393
Decatur, TX 76234-0393

Statement

Invoice #: 133839
Invoice Date: 9/20/2015

Description	Dues Amount
-------------	-------------

County Membership Dues

01/01/2016 - 12/31/2016

\$964

NACo knows you have a difficult job. Counties are continually asked to do more with less. Federal unfunded mandates and unnecessary regulations make your job harder. But you aren't working on this alone, NACo is here to help.

With our tireless advocacy for county interests in Washington, DC, our essential cost-saving tools to save your county money and data-driven research into county solutions, NACo believes that stronger counties lead to a stronger America.

Membership in NACo connects you with an important support network to help you excel in county government. Please return this statement to renew your membership for 2016 and submit the enclosed Here to Help You card to connect with all of NACo's programs and resources.

If you need additional information, please contact Alex Koroknay-Palkcz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalkcz@naco.org.

Amount Paid:	\$0
Amount Due:	\$964

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

ID: 48497
Ms. Ann McCulston
Wise County
PO BOX 393
Decatur, TX 76234-0393

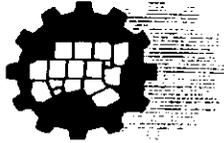
Invoice #: 133839

Remit Payment To:
National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) - 021052053 Account # 93404817

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**Regional
Emergency
Preparedness**

Remit to: North Central Texas Council of Governments
Attn: Accounts Receivable
P.O. Box 5888, Arlington, Texas 76005-5888

Invoice Number:	INV-0000014613	Invoice Date:	2015-10-01
Invoice Amount:	5,000.00	Invoice Due Date:	2015-10-31

Bill To:

WISE COUNTY

P.O. BOX 393

DECATUR

TX 76234

Customer ID C-0000002821

PROJECT NAME: Regional Emer Prep Local
DESCRIPTION: Emer Preparedness Membership Dues 2016
BILL NUMBER:

CUSTOMER REFERENCE

TOTAL AMOUNT DUE: \$5,000.00

Terms: Net 30

For inquiries contact Administration at billings@nctcog.org, include the invoice number in the Subject line. Please remit yellow copy of invoice with payment and reference the invoice number on check stub. If your agency is tax exempt, fax your exemption certificate to 817-640-7806. Attn:Accounts Receivable

17g



North Central Texas Council of Governments

From: Mike Eastland, Executive Director

Date: October 1, 2015

FY16 Membership Dues Notice – Regional Emergency Preparedness Program

Regional collaboration is a crucial element in building strong emergency preparedness capabilities. With the population of North Central Texas now larger than that of 39 states, it is even more imperative that we continue to work together to address our diverse needs. The NCTCOG Emergency Preparedness Program facilitates collaborative regional preparedness efforts through improved efficiency, resource sharing, planning coordination, and other supportive member services. Annual membership program dues increase the scope and effectiveness of regional programs and projects, enhance citizen safety, and help protect critical infrastructure in our region.

Attached you will find your Regional Emergency Preparedness Program FY16 dues statement. We look forward to your continued participation in the Program and our region’s efforts to bring the highest standards in emergency preparedness to our area.

Membership Population Range (Counties)	Annual Dues
750,000+	\$12,500
400,000-750,000	\$7,500
Rural Counties	\$5,000

* Each member county receives one permanent seat on the Emergency Preparedness Planning Council.

Should you have questions or wish to familiarize yourself with our Emergency Preparedness projects, meet our staff or discuss your specific jurisdictional needs, please call (817) 695-9138 to schedule an appointment or to speak to our Emergency Preparedness member services representative.

ME:mmc

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Equipment Rental and Service Agreement


NOVACOPY

Order #	62876		Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):		Wise County - County Attorney		
Trade / DBA Name (if different from above):				
Primary Street Address:		101 N. Trinity	Suite:	300
City:	Decatur	State:	TX	Zip Code: 76234
Phone Number:	(940) 627-3312	County:	Wise	Fed Tax ID:
Equipment Information:				
Quantity		Model	Description	
1	Konica Minolta	454e	LCT/Inner Finisher/Fax	
See Schedule A-Financial Details and Overage Rates				
Initial Term		Equipment Lease Payment*:		\$ 101.00
		Service Payment*:		\$ 23.00
		Total Payment (Equipment Lease Payment + Service Payment)*:		\$ 124.00
Copy Type		Copies Included Per Month		Payment period is monthly unless otherwise noted here:
Black and White Copies		10,000		Documentation/Processing Fee: N/A
Color Copies				
<input checked="" type="checkbox"/> Digital Support Service Included				
<input type="checkbox"/> Digital Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$149.				

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. Any conflicts between this document and the Wise County bid contract are superseded by the Wise County bid contract Bid No. 16-600-015 and is hereby incorporated by reference.

- EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it.
- EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Total Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside our normal business hours. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: You selected the Equipment based on Your own judgment.
- PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Total Payment, (ii) the applicable Overage Charges for each metered copy in excess of the applicable number of copies included in the Total Payment, and (iii) You will agree to provide tax exempt documentation to NovaCopy. You agree to pay the Total Payment amount even if You do not make the applicable number of copies in a given month. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to process automatic meter read reports generated by the Equipment, or (c) allow Us access to the Equipment to obtain meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine.
- TERM; AUTOMATIC RENEWAL.** The term of this agreement is a maximum of Five years renewable at the end of each individual year.
- OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it.
- LOSS; DAMAGE; INSURANCE.** You shall, while the equipment is on your property, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us.
- TAXES AND OTHER FEES.** You agree to provide tax exempt certification to NovaCopy.
- DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, only with prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine.
- RETURN OF EQUIPMENT.** Upon expiration of the Term, provided You have performed all of Your obligations hereunder, We will promptly remove the Equipment from Your premises at Our cost and expense. The Equipment must be made available to Us in Good Condition (defined in Section 5). You are solely responsible for removing all data from any digital storage device, hard drive. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

10. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Texas and any dispute concerning this Agreement shall be adjudicated in the District Court located in Wise County, Texas. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

11. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		NovaCopy, Inc. ("We," "Us," "Our" and "Owner")	
Date:		By:	Date:
X		X	
Print name:	Title:	Print name:	Title:

NOVACOPY

Schedule A- Financial Details



Order #	62876
Company Name	Wise County - County Attorney
Sales Consultant	Caleb Lay
Sales Consultant Phone	(469) 276-0006
Sales Consultant Email	caleb.lay@novacopy.com
Date	12/8/2015

Schedule A Equipment and Service				
Lease Option	Total Lease Payment	Black Service Total *	Color Service Total *	Total Monthly Payment
	\$ 101.00	\$ 23.00	\$ -	\$ 124.00
				Digital Support Services # 0

* Service Details Per Machine						
Base Model	Black Volume	Black Cost Per Page	Black Per Machine	Color Volume	Color Cost Per Page	Color Per Machine
bizhub 454E	10,000	\$ 0.0024	\$ 23.00	0	\$ -	\$ -

Service pricing includes supplies, toner, parts, and labor. Excludes paper and staples. Additional coverage copies will be the same cost per page shown above.

Configuration Details					
Vendor Item #	Item #	Quantity	Model	Description	Comments
A61E011	B454E	1	bizhub 454E	bizhub B454 (bundled w/ PS&PCL, Dual Scan ADF, duplex unit, 250 GB HD)	
7640018680	DK-	1	bizhub 454E	Copy Desk	
A4MF012	FK-511	1	bizhub 454E	Fax Kit (for dual line use 2)	
A2YUWY1	FS-533	1	bizhub 454E	Inner Finisher	
A2XM019	PC-410	1	bizhub 454E	Large Capacity Cabinet ** Purple Dot Only **	
7640014721	PP-15	1	bizhub 454E	120 volt 15 amp Power Conditioning, A.C, Ethernet and Phone	

X

Customer Signature _____ Printed Name _____ Title _____ Date _____

Plus sales and property tax, if applicable

NOVACOPY

SCHEDULE B

Customer Legal Name: Wise County – County Attorney

Bizhub 454e: print/ scan: 45 copies per min / 10,000 impressions included	\$82.00
Large Capacity Cabinet	\$11.00
Inner Finisher	\$15.00
Fax Kit	\$16.00
Surge Protector	\$0.00
Total	\$124.00

overage rate (per copy exceeding 10,000 included)	0.00236
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Accepted for Customer by:

Signature	Name	Date	Title
-----------	------	------	-------

Accepted for NovaCopy, Inc. by:

Signature	Name	Date	Title
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**DELIVERY & ACCEPTANCE
CERTIFICATE**

**By signing this certificate, you, the Customer
identified below agree:**

That all equipment described in the Lease Agreement for
Order # 62876 has been delivered, inspected,
installed and is accepted by you as satisfactory for all
purposes of the signed Agreement, dated _____

Customer Name	
Wise County - County Attorney	
Authorized Signature	
X	
Title	Date

17F19

FULLY EXECUTED

December 14, 2015

(Previously Approved-fully signed copies provided to County Clerk)

- 1. Hood County Interlocal Purchasing Agreement**
- 2. Lubbock County Public Defender Agreement**

17f/g

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between Wise County and Hood County.

WHEREAS, Both Wise County and Hood County have determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Wise County and Hood County are authorized by sections 271.102 of the Texas Local Government Code and 791.025 of the Texas Government Code to pursue mutually beneficial and cooperative purchasing programs.

NOW, THEREFORE, for and in consideration of the mutual obligation and benefits contained herein, Wise County and Hood County agree as follows:

SECTION 1. The purpose of this Agreement is to provide Wise County and Hood County with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code and 791.025 of the Texas Government Code.

SECTION 2. The Parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative")

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods and services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods and services. All costs shall be paid out of current funds then available.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in the state courts located in Hood County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision similar to the term or provision declared illegal, invalid or enforceable.

SECTION 10. Execution of this Agreement does not obligate Wise County or Hood County to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective county representative set out below, or his/her designee.

EXECUTED on this the 16th day of November 2015.

HOOD COUNTY:

Darrell Cockerham
Darrell Cockerham
County Judge

ATTEST:

Kelly Cruz
Hood County Clerk

WISE COUNTY:

J.D. Clark
J.D. Clark
County Judge

ATTEST:

Sherry L. Schmandt
Wise County Clerk



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INTERLOCAL AGREEMENT

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

RECITALS

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

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

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of \$1,300,000 for FY16 and \$1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of \$2,230,400 for FY16 and the amount of \$1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

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

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

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

ARTICLE II
OTHER TERMS AND CONDITIONS

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

If to LUBBOCK COUNTY:

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

And:

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

If to PARTICIPANT:

Honorable J.D. Clark
County Judge
Wise County
P.O. Box 393
Decatur, Texas 76234

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

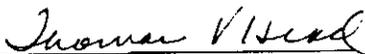
cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 12 day of October, 2015.

COUNTY OF LUBBOCK

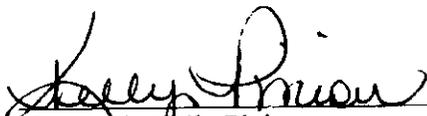
COUNTY OF WISE

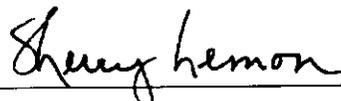
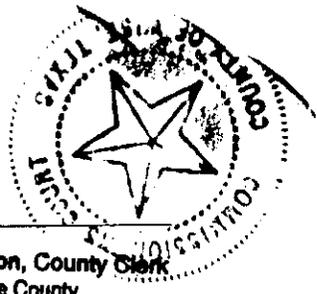

Honorable Thomas V. Head
County Judge 11-23-15


Honorable J.D. Clark
County Judge

ATTEST:

ATTEST:

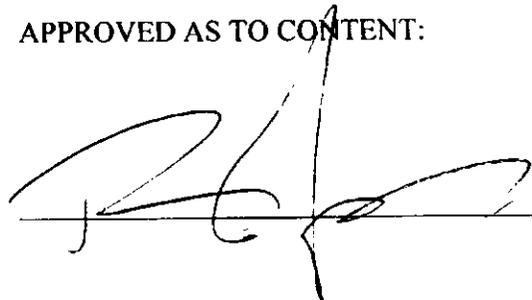

Honorable Kelly Pinion
Lubbock County Clerk


Wise County Clerk 
Sherry Lemon, County Clerk
Wise County

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:


Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases



REVIEWED FOR FORM:

A handwritten signature in black ink, appearing to read "R. Neal Burt", written over a horizontal line.

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

REVIEWED FOR FORM:

A handwritten signature in black ink, consisting of stylized initials or a name, written over a horizontal line.

County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	\$20,828.82	\$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	\$7,307.91	\$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	\$30,492.07	\$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	\$6,398.97	\$6,398.97
Archer	9,054	0.10%	0.0	0.00%	\$1,576.49	\$1,576.49
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$14,919.98	\$14,919.98
Austin	28,417	0.32%	0.9	0.69%	\$15,598.06	\$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	\$8,347.62	\$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	\$4,750.21	\$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	\$18,831.42	\$18,831.42
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.23%	\$24,481.11	\$24,481.11
Bell	310,235	3.48%	6	4.62%	\$125,018.81	\$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	\$4,194.43	\$4,194.43
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$6,721.11	\$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	\$50,434.37	\$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	\$68,728.81	\$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	\$65,877.81	\$65,877.81
Brewster	9,232	0.10%	0	0.00%	\$1,607.48	\$1,607.48
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,257.67	\$1,257.67
Brown	38,106	0.43%	1.9	1.46%	\$29,118.52	\$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	\$8,909.32	\$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	\$8,627.01	\$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	\$7,811.42	\$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	\$7,272.90	\$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	\$3,541.63	\$3,541.63
Camp	12,401	0.14%	0	0.00%	\$2,159.27	\$2,159.27
Carson	6,182	0.07%	0	0.00%	\$1,076.41	\$1,076.41
Cass	30,464	0.34%	0.5	0.38%	\$11,221.12	\$11,221.12
Castro	8,062	0.09%	0	0.00%	\$1,403.76	\$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	\$8,477.63	\$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	\$13,586.54	\$13,586.54
Childress	7,041	0.08%	0	0.00%	\$1,225.98	\$1,225.98
Clay	10,752	0.12%	0.3	0.23%	\$5,422.17	\$5,422.17

Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$2,732.15	\$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$4,817.94	\$4,817.94
Comal	108,472	1.22%	0.4	0.31%	\$23,620.60	\$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	\$4,799.85	\$4,799.85
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$17,342.75	\$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	\$22,593.35	\$22,593.35
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$1,945.12	\$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	\$1,830.90	\$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	\$2,238.34	\$2,238.34
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,167.13	\$1,167.13
Dawson	13,833	0.16%	0	0.00%	\$2,408.61	\$2,408.61
De Witt	20,097	0.23%	0	0.00%	\$3,499.31	\$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,556.41	\$4,556.41
Delta	5,231	0.06%	0.1	0.08%	\$2,094.17	\$2,094.17
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$2,923.85	\$2,923.85
Donley	3,677	0.04%	0.1	0.08%	\$1,823.58	\$1,823.58
Duval	11,782	0.13%	0	0.00%	\$2,051.49	\$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	\$4,419.03	\$4,419.03
Ector	137,130	1.54%	3.8	2.92%	\$68,844.13	\$68,844.13
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.77%	\$37,883.62	\$37,883.62
Erath	37,890	0.43%	1.2	0.92%	\$20,797.53	\$20,797.53
Falls	17,866	0.20%	0.8	0.62%	\$12,577.57	\$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	\$11,822.01	\$11,822.01
Fayette	24,554	0.28%	0	0.00%	\$4,275.36	\$4,275.36
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,122.38	\$1,122.38
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$8,946.60	\$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	\$5,817.06	\$5,817.06
Frio	17,217	0.19%	0.4	0.31%	\$7,731.20	\$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	\$12,518.37	\$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	\$87,406.52	\$87,406.52
Garza	6,461	0.07%	0	0.00%	\$1,124.99	\$1,124.99

Gillespie	24,837	0.28%	0	0.00%	\$4,324.64	\$4,324.64
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,438.75	\$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	\$11,732.20	\$11,732.20
Gray	22,535	0.25%	0.8	0.62%	\$13,390.54	\$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	\$43,530.67	\$43,530.67
Gregg	121,730	1.37%	2	1.54%	\$44,862.54	\$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	\$6,998.99	\$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	\$38,286.06	\$38,286.06
Hale	36,273	0.41%	0.5	0.38%	\$12,232.59	\$12,232.59
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,482.99	\$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	\$2,160.68	\$2,160.68
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	\$17,796.48	\$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	\$44,561.26	\$44,561.26
Hartley	6,062	0.07%	0	0.00%	\$1,055.52	\$1,055.52
Haskell	5,899	0.07%	0	0.00%	\$1,027.14	\$1,027.14
Hays	157,107	1.76%	0.9	0.69%	\$38,005.66	\$38,005.66
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	\$21,957.44	\$21,957.44
Hill	35,089	0.39%	0.5	0.38%	\$12,026.43	\$12,026.43
Hockley	22,935	0.26%	0	0.00%	\$3,993.46	\$3,993.46
Hood	51,182	0.57%	0.6	0.46%	\$16,011.90	\$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	\$10,855.62	\$10,855.62
Houston	23,732	0.27%	0.4	0.31%	\$8,865.60	\$8,865.60
Howard	35,012	0.39%	0	0.00%	\$6,096.32	\$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	\$3,563.60	\$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	\$48,130.39	\$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	\$7,406.80	\$7,406.80
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,574.75	\$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	\$6,000.77	\$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	\$23,967.96	\$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	\$92,442.95	\$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	\$28,410.88	\$28,410.88
Johnson	150,934	1.69%	1	0.77%	\$38,114.16	\$38,114.16
Jones	20,202	0.23%	1.1	0.85%	\$16,534.34	\$16,534.34
Karnes	14,824	0.17%	0	0.00%	\$2,581.17	\$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	\$42,845.54	\$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	\$8,184.06	\$8,184.06
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$12,190.77	\$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	\$3,168.86	\$3,168.86
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.54%	\$13,865.87	\$13,865.87
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,749.02	\$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	\$31,153.47	\$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	\$3,617.03	\$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	\$8,159.54	\$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	\$9,270.79	\$9,270.79
Lee	16,612	0.19%	0.1	0.08%	\$4,075.84	\$4,075.84
Leon	16,801	0.19%	0.1	0.08%	\$4,108.74	\$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	\$33,287.81	\$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	\$14,721.71	\$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,007.79	\$2,007.79
Llano	19,301	0.22%	0	0.00%	\$3,360.71	\$3,360.71
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.31%	\$84,050.50	\$84,050.50
Lynn	5,915	0.07%	0	0.00%	\$1,029.92	\$1,029.92
Madison	13,664	0.15%	0.8	0.62%	\$11,845.91	\$11,845.91
Marion	10,546	0.12%	0.1	0.08%	\$3,019.62	\$3,019.62
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	\$19,407.33	\$19,407.33
Maverick	54,258	0.61%	0	0.00%	\$9,447.45	\$9,447.45
McCulloch	8,283	0.09%	0	0.00%	\$1,442.24	\$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	\$84,685.63	\$84,685.63
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.54%	\$16,293.99	\$16,293.99
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.77%	\$35,665.67	\$35,665.67
Milam	24,757	0.28%	0.4	0.31%	\$9,044.07	\$9,044.07
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,637.26	\$1,637.26
Montague	19,719	0.22%	0.8	0.62%	\$12,900.21	\$12,900.21

Moore	21,904	0.25%	0.3	0.23%	\$7,363.96	\$7,363.96
Morris	12,934	0.15%	0.2	0.15%	\$4,618.76	\$4,618.76
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	\$31,351.76	\$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	\$15,411.70	\$15,411.70
Newton	14,445	0.16%	0.2	0.15%	\$4,881.86	\$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	\$5,016.10	\$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	\$1,780.04	\$1,780.04
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.54%	\$22,532.91	\$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	\$15,544.78	\$15,544.78
Panola	23,796	0.27%	0.2	0.15%	\$6,510.06	\$6,510.06
Parker	116,927	1.31%	0.6	0.46%	\$27,459.47	\$27,459.47
Parmer	10,269	0.12%	0	0.00%	\$1,788.05	\$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	\$8,616.79	\$8,616.79
Polk	45,413	0.51%	1.6	1.23%	\$26,840.80	\$26,840.80
Potter	121,073	1.36%	1.6	1.23%	\$40,014.78	\$40,014.78
Presidio	7,818	0.09%	0	0.00%	\$1,361.28	\$1,361.28
Rains	10,914	0.12%	0.6	0.46%	\$9,000.40	\$9,000.40
Randall	120,725	1.36%	1.6	1.23%	\$39,954.19	\$39,954.19
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$1,759.51	\$1,759.51
Red River	12,860	0.14%	0.5	0.38%	\$8,155.90	\$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	\$3,583.25	\$3,583.25
Refugio	7,383	0.08%	0	0.00%	\$1,285.53	\$1,285.53
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	\$11,177.62	\$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	\$17,190.12	\$17,190.12
Runnels	10,501	0.12%	0	0.00%	\$1,828.44	\$1,828.44
Rusk	53,330	0.60%	2	1.54%	\$32,952.68	\$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	\$6,619.79	\$6,619.79
San Augustine	8,865	0.10%	1	0.77%	\$13,376.99	\$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	\$17,610.75	\$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	\$14,833.75	\$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	\$9,350.92	\$9,350.92
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$5,312.98	\$5,312.98
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$15,081.09	\$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	\$1,711.62	\$1,711.62
Smith	209,714	2.35%	3.8	2.92%	\$81,482.52	\$81,482.52

Somervell	8,490	0.10%	0	0.00%	\$1,478.29	\$1,478.29
Starr	60,968	0.68%	1.5	1.15%	\$28,365.91	\$28,365.91
Stephens	9,630	0.11%	0	0.00%	\$1,676.78	\$1,676.78
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,085.45	\$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	\$3,734.23	\$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	\$35,914.68	\$35,914.68
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,386.14	\$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$6,813.36	\$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	\$21,558.97	\$21,558.97
Trinity	14,585	0.16%	0	0.00%	\$2,539.55	\$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	\$9,706.62	\$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	\$17,494.58	\$17,494.58
Upton	3,355	0.04%	0.1	0.08%	\$1,767.52	\$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	\$9,331.02	\$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	\$13,244.21	\$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	\$17,438.48	\$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	\$43,512.64	\$43,512.64
Walker	67,861	0.76%	0.2	0.15%	\$14,182.69	\$14,182.69
Waller	43,205	0.49%	0.9	0.69%	\$18,172.96	\$18,172.96
Ward	10,658	0.12%	0.1	0.08%	\$3,039.12	\$3,039.12
Washington	33,718	0.38%	0.2	0.15%	\$8,237.69	\$8,237.69
Webb	250,304	2.81%	1.2	0.92%	\$57,783.22	\$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	\$26,121.16	\$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	\$2,125.33	\$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	\$43,013.68	\$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	\$8,273.43	\$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	\$9,820.78	\$9,820.78
Wilson	42,918	0.48%	0	0.00%	\$7,472.92	\$7,472.92
Winkler	7,110	0.08%	0	0.00%	\$1,238.00	\$1,238.00
Wise	59,127	0.66%	0.5	0.38%	\$16,211.94	\$16,211.94
Wood	41,964	0.47%	0.3	0.23%	\$10,856.83	\$10,856.83
Yoakum	7,879	0.09%	0	0.00%	\$1,371.90	\$1,371.90
Young	18,550	0.21%	0.2	0.15%	\$5,596.62	\$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	\$3,624.17	\$3,624.17
Zavala	11,677	0.13%	0	0.00%	\$2,033.21	\$2,033.21

179.

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

OAG Contract No. 1660729

This contract is executed between the Office of the Attorney General (OAG) and Wise County (GRANTEE) for certain grant funds. The Office of the Attorney General and Wise County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

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

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

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

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

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

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that

GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

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

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

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

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to

such records and other information.

4.2 Programmatic Reports

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

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

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

4.3 Financial Matters

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

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain

services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

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

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2015. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of

the next month following the end of each quarter. The quarters for FY2016 end on November 30, February 29, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2016 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

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

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the

overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantec title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

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

SECTION 5. OBLIGATIONS OF OAG

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

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

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

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

act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

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

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

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

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

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

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

OAG-Grants@texasattorneygeneral.gov

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

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

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

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

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

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

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

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CFR 200 Super Circular, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable CFR 200 Super Circular, return of grant funds in the event of loss or misuse, and conflict of interest

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or

presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

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

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

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

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

or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

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

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

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

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

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

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

subcontracting or assignment.

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

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

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

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

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

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

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

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

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

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

OFFICE OF THE ATTORNEY
GENERAL

WISE COUNTY



Printed Name: _____
Office of the Attorney General



Printed Name: J.D. Clark
Authorized Official

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

OAG Contract No. 1660729

EXHIBIT A

Population Size: Medium

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

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$11,616.48	\$0.00	12	\$11,616.48

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

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

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

OAG Contract No. 1660729

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

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RENEWALS

December 14, 2015

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Dustin Copier-Extension Office**
- 2. Tyler Technologies-Court Payment Agreement**