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**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND POLK COUNTY  
FOR THE STATE FISCAL YEAR 2009**

OAG Contract No. 0908558

**THIS GRANT CONTRACT** is executed between the Office of the Attorney General of Texas (OAG) and Polk County (COUNTY). The Office of the Attorney General and COUNTY may be referred to in this contract individually as a "Party" and collectively as the "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG SAVNS grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse COUNTY for certain cost incurred in the implementation and operation of its portion of the statewide crime victim notification service ("SAVNS"). To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for eligible expenses related to services delivered to COUNTY by the vendor certified by the OAG to provide certain services to the COUNTY.

A Request for Proposals (RFP) for Statewide Automated Victim Services was published November 28, 2005. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim services. The certification is stated in that certain document dated January 13, 2006, as renewed until August 31, 2009, by document dated June 25, 2007, and entitled: Vendor Certification for the Statewide Automated Victim Notification Service. This document is hereinafter referred to as the "Certification" and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas ("Certified Vendor").

**SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT**

**2.1 Service Period (Term).** The Service Period (Term) of this contract shall commence on the later of September 1, 2008 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2009.

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

**SECTION 3 COUNTY'S CONTRACTUAL SERVICES**

**3.1. County Services Agreement.** COUNTY will execute a "County Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Certification document. The County Services Agreement will include terms and conditions that are intended to provide the COUNTY 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 Certification document.

For the convenience of COUNTY, a template services agreement will be made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services agreement to protect the interest of the COUNTY and to ensure that the appropriate level of services will be delivered.

**3.2 County Maintenance Plan.** COUNTY agrees to maintain the services in a manner consistent with the "County Maintenance Plan." The COUNTY will establish and maintain a COUNTY Maintenance Plan that at a minimum is designed to:

- 3.2.1. Make available offender information that is timely, accurate and relevant to support the victim notification services;
- 3.2.2. Verify the Certified Vendor's performance according to County Services Agreement;
- 3.2.3. Satisfactorily discharge COUNTY obligations as described in the County Services Agreement; and
- 3.2.4. Identify and dedicate COUNTY staff, resources and equipment necessary to maintain the services in the County Services Agreement.

**3.3 County Service Levels.** In addition to other service levels that COUNTY may impose, COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor as provided in the COUNTY Services Agreement as well as this contract. In particular, COUNTY will:

- 3.3.1. Execute a COUNTY Services Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) that coincides with the Service Period (Term) of this contract.
- 3.3.2. Verify that the COUNTY input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
- 3.3.3. Establish a COUNTY VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.
- 3.3.4. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
- 3.3.5. The County Judge may delegate the responsibility for assuring these activities are

accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

3.3.6. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

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

**3.5 Support of Statewide Deliverables.** COUNTY will reasonable cooperate with the OAG in implementing the Statewide deliverables. The "Statewide Deliverables" describe the services and structure of the victim notification system on a statewide basis. The OAG may update or modify the Statewide Deliverables from time to time, with the appropriate input from the Statewide Stakeholders Committee. The Statewide Deliverables are incorporated herein by reference. To the extent the Statewide Deliverables are relevant to this SAVNS Maintenance contract, the Statewide Deliverables, include, but are not limited to, the following:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan
S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

**3.5 County Deliverables.** The "County Deliverables" reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY. The County Deliverables, both general and as customized, are incorporated herein by reference. COUNTY implements the County Deliverables through the County Services Agreement. To the extent the County Deliverables are relevant to this SAVNS Maintenance contract, the County Deliverables include, but are not limited to, the following:

C-02	County Implementation Plan
C-03	County Infrastructure
C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

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

**3.7 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, COUNTY agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. COUNTY shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

#### SECTION 4 REQUIRED REPORTS

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

**4.2 Audit Reports and Other Documents.** COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

- a. Thirty (30) days after the issuance of the audit report; or
- b. Within nine (9) months after the end of the audited fiscal year for that COUNTY whose fiscal year begins on or after October 1.

**4.3 Cooperation.** COUNTY shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by Certified Vendor which may be conducted by the OAG or its designees.

#### SECTION 5 FINANCIAL MATTERS AND REIMBURSEMENTS

**5.1 Exhibit A – Allowable Expenditure Amount.** COUNTY shall immediately review the allowable expenditures as shown on Exhibit A

**5.2 Time Period and Form of Invoice.** The OAG's liability to pay and the COUNTY's ability to seek reimbursement will be in (1) time-period of up to 12-months period of time. Upon submission and approval of the COUNTY's request for reimbursement, the COUNTY will receive up to the full amount of "Total Grant Funds Available" as noted in Exhibit A. The payments made to COUNTY shall not exceed its actual and allowable allocable costs to provide the services under this contract. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for

FY 2009 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

**5.3 Reimbursable Cost; Generally** Upon evidence of satisfactory compliance with the terms and conditions of this contract, the OAG will reimburse COUNTY, subject to the limitation of liability in Exhibit A, for such actual, reasonable and necessary amounts expended in the performance of this contract. Only those costs allowable under applicable cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state funds and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply if state funds are involved; (if federal funds are involved, there are additional requirements and attached exhibits):

<u>Cost Principles</u>	<u>Administrative Requirements</u>	<u>Audit Requirements</u>
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Texas State Single Audit Circular

For purposes of this contract, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period. Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

If the COUNTY expends \$500,000 or more in state or federal financial assistance during its fiscal year, it shall arrange for a Single Audit of that fiscal year. The audit must be conducted by an independent auditor and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities. If the COUNTY is expending less than \$500,000 in total state or federal financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

**5.4 No Supplanting.** COUNTY will not supplant [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] but rather shall use funds from this contract to supplement existing funds. COUNTY shall use the funds from this contract to increase state or local funds currently available for a particular activity. COUNTY will make a good faith effort to maintain its current level of support. COUNTY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this contract.

**5.5 Direct Deposit.** The COUNTY 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 the COUNTY with copies of reimbursement vouchers.

**5.6 Excess Payments; Refund; Setoff.** Payment under this contract will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of the OAG's request to repay the OAG any funds the COUNTY claimed and received from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any excessive or ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

**5.7 Limited Pre-Reimbursement Funding to COUNTY.** In lieu of the reimbursement processes addressed above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to COUNTY. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

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

The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the COUNTY Service Contract.

**5.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** COUNTY shall follow UGMS or any other applicable OMB Circulars, with regard to usage of the contract funds to acquire equipment. COUNTY shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. COUNTY shall permanently identify all equipment purchased under this

contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

COUNTY will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event COUNTY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses COUNTY for its purchase of equipment and supplies with funds from this contract, COUNTY agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

**5.9 Grant Contract Not Entitlement or Right.** COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right and that it may not be reimbursed for such actual, reasonable and necessary amounts and costs incurred or expenses paid unless the COUNTY strictly complies with all terms, conditions, and provisions of this contract.

## **SECTION 6. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL**

**6.1 Reimbursable Amount and Limitation of Liability.** Those provisions of this contract are contained in the attached Exhibit A. The OAG is not obligated to reimburse expenses that are incurred prior to the commencement of this contract or after the termination of this contract.

The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purports to increase the liability of the OAG is void, without first executing a written amendment to this contract specifically amending this provision. The parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

**6.2 Funding Limitation.** The parties stipulate and agree that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the Purpose of this contract.

## **SECTION 7. SUBMISSION OF INFORMATION TO THE OAG**

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

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

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

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

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

## SECTION 8. TERMINATION

**8.1 Termination for Convenience.** Either Party may, in its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

**8.2 Termination for Cause** In the event that COUNTY 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 COUNTY, immediately terminate all or any part of this contract. 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.

**8.3 Rights Upon Termination or Expiration.** Upon termination or expiration of this contract, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this contract, the COUNTY thereafter receives services from the Certified Vendor.

If the COUNTY terminates for convenience under Section 8.1, or if the OAG terminates under Section 8.2 before the purpose of this contract is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this contract.

The following terms and conditions survive the termination or expiration of this contract: Section 3.6 - Data Extract; Section 4 - Required Reports; Sections 5.2, 5.3, 5.4, 5.6 and 5.8 - Financial Matters and Reimbursements; Section 6 - Reimbursable Amount and Limitation of Liability; Section 9 - Records Retention and Access; Audit Requirements; Sections 11.1, 11.2, 11.6 and 11.7 - Special Terms and Conditions, Section 12 - Construction of Contract and Amendments.

Upon the OAG request, the COUNTY shall deliver to the OAG all work product, deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this contract shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this contract.



**8.4 Notice to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

**SECTION 9. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.**

**9.1 Duty to Maintain Records.** COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

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

**9.3 Audit Trails.** COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

**9.4 Access.** COUNTY shall grant access to and make available copies of all data extracts described in Section 3.6, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

**9.5 Location.** Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors

as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

**9.6 Reimbursement.** If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

**9.7 Reports.** COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

## SECTION 10. GENERAL TERMS AND CONDITIONS

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, UGMA, UGMS, and Other Relevant Authorities.** COUNTY agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of COUNTY under this contract, including any authorities relating to programmatic, financial, accounting auditing and/or funding. COUNTY agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, and UGMS, as amended by revised federal circulars incorporated in UGMS by the Governor's Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances and certifications contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, §14, State Assurances.

**10.2 Licenses, Certifications and other Authorizations.** COUNTY 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 COUNTY's business or operations. COUNTY agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

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

**10.4 Conflicts of Interest; Disclosure of Conflicts.** COUNTY has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. COUNTY will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. COUNTY will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. COUNTY must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

## SECTION 11 SPECIAL TERMS AND CONDITIONS

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

All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of their contractors shall be considered to be solely the employees or agents of COUNTY or the contractors. COUNTY shall be responsible for ensuring that there is payment of any and all appropriate payments, 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.

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

**11.2 Publicity; Intellectual Property.** It is expressly agreed that COUNTY may not name the OAG in general or the Attorney General of the State of Texas specifically, in any publication, promotion, marketing, media release, public service announcement, or any other type of communication by COUNTY (nor may COUNTY authorize anyone else to do so), without the express written consent of the OAG.

COUNTY 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, COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and COUNTY hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

**11.3 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 COUNTY is for the sole benefit of COUNTY and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.4 No Subcontracting or Assignment Without Prior Written Approval of OAG.** COUNTY 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.

**11.5 No Grants to Certain Organizations.** Consistent with the OAG's Appropriation, Rider 12, in H.B.

No. 1, Article I, Strategy C.1.2, Victims Assistance, 80th Leg. Reg. Sess. (2007), COUNTY confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

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

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

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

## SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

**12.2 Entire Agreement, including Exhibits A and B and Incorporated Documents.** This contract, including Exhibits A and B, and any other documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, COUNTY agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B and any other documents incorporated by reference.

**12.3 Amendment.** This contract shall not be modified or amended in any way except in writing, signed by an authorized person of the Parties for that express purpose. Any properly executed modifications or amendments of this contract shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this contract that does not comply with this Section will be deemed voidable at the sole option of the OAG.

**12.4 Partial Invalidity; Non-waiver.** 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. 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.

12.5 Counterparts. This contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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.

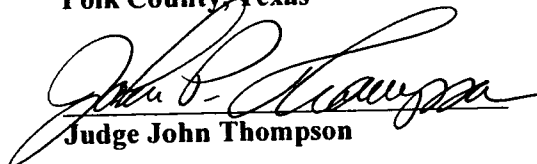
Office of the Attorney General of Texas

\_\_\_\_\_  
Attorney General or designee

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

Date: \_\_\_\_\_

Polk County, Texas

  
\_\_\_\_\_  
Judge John Thompson

John P. Thompson  
County Judge  
\_\_\_\_\_  
Printed Name

Date: 5/27/08

## EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND POLK COUNTY  
FOR THE STATE FISCAL YEAR 2009**

OAG Contract No. 0908558

**Population Size: Medium**

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

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds Available
Standard Maintenance Phase	\$15,259	\$ 2,666	12	\$17,925

**Service Period (Term).** The Service Period (Term) of this contract is stated in Section 2.1 of the Contract.

The maximum number of months is provided above. If this contract does not commence before September 1, 2008, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**Limitation of Liability of the OAG.** The parties stipulate and agree that the total liability of the OAG to COUNTY for any type of liability directly or indirectly arising out of this contract and in consideration of COUNTY'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the COUNTY for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

SEVENTEEN THOUSAND NINE HUNDRED TWENTY-FIVE and NO/100 (\$17,925)

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND POLK COUNTY  
FOR THE STATE FISCAL YEAR 2009

OAG Contract No. 0908558

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

- (1) COUNTY must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) COUNTY must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) COUNTY must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) COUNTY must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) COUNTY that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. COUNTY shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

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

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

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

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

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

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

(14) COUNTY, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) COUNTY, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood



insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) COUNTY, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) COUNTY, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) COUNTY, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) COUNTY, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) COUNTY, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) COUNTY, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) COUNTY, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COUNTY, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) COUNTY, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) COUNTY must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.