



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

RECEIVED

MAY 15 2007

McE
COUNTY JUDGE

May 14, 2007

The Honorable Juan Salinas
Hidalgo County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Dear Judge Salinas:

On behalf of the Attorney General we are pleased to provide Hidalgo County with an opportunity to continue participating in the Texas statewide VINE system beginning on September 1, 2007 and ending on August 31, 2008. The program provides an invaluable safety net for crime victims and a useful tool for criminal justice and victim service professionals.

Judge, it is important that you and the Commissioners, the Sheriff, the District Attorney, the Auditor, and the District Clerk to be aware of the County's duties and responsibilities described in the *Maintenance Grant Contract*. I refer specifically to:

- Exhibits A and B attached to the Texas SAVNS Maintenance Grant Contract.
 - Section 2-COUNTY OBLIGATIONS
 - Section 3-SCOPE OF SERVICES.
 - Section 8-TERMINATION and Subsection 8.1-TERMINATION FOR CONVENIENCE
- If you determine that Hidalgo County will not continue participation during fiscal 2008, it is necessary for you to advise this office and Appriss, in writing by June 29, 2007, of your intention to withdraw.

Enclosed you will find the following documents:

Three (3) originals of your 2008 Texas SAVNS Maintenance Grant Contract.

All three contracts attached, must be signed by you (in blue ink if possible) and returned to us in a complete package to: Mr. Chris Gersbach, Office of the Attorney General, 300 West 15th Street – MC:004, Austin Texas 78711. They need to arrive here no later than June 29, 2007. Upon approval by the OAG, an executed copy of the contract will be returned to you along with forms and instructions on the proper invoicing process.

Appriss, the certified Texas VINE vendor, will be sending you three original Renewal Notice Agreements for fiscal 2008. Please return one original Services Agreement to Appriss, keep an original for your records, and send the third original to this office under separate cover.

Thank you for your on-going support of Texas VINE. If you have any questions, please contact Mr. Chris Gersbach at 512-936-1653 or by e-mail at chris.gersbach@oag.state.tx.us.

Sincerely,

Herman Millholland, Director
Crime Victim Services Division



OFFICE *of the* ATTORNEY GENERAL

GREG ABBOTT

Texas VINE
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2008

Hidalgo County

SAVNS GRANT CONTRACT Maintenance Contract

THIS GRANT CONTRACT, including all attachments, exhibits and schedules attached hereto and incorporated herein by reference (the Agreement), is made and entered into by and between Hidalgo County ("COUNTY") and the Office of the Attorney General of Texas ("OAG"). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to maintain COUNTY 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 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").

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for the COUNTY to be eligible for cost reimbursement by the OAG as shown in Exhibit A.

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 Services Agreement. COUNTY will execute a Services 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 in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template services agreement is 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 assure that the services will be delivered according the Certification document. The contract between the COUNTY and Certified Vendor is referred to as "Services Agreement".

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan.

2.3 Maintenance Plan. By January 1, 2008 COUNTY shall send a copy of the COUNTY Maintenance Plan to the OAG that at a minimum is designed to:

1. Make available offender information that is timely, accurate and relevant to support the victim notification services;
2. Verify the Certified Vendor's performance according to COUNTY Services Agreement;
3. Satisfactorily discharge such COUNTY obligations as described in the COUNTY Services Agreement; and
4. Identify and commit of staff resources and equipment necessary to maintain the services as further described herein.

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) the COUNTY 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 by the OAG; with input from the Statewide Stakeholders Committee, when appropriate. The Statewide Deliverables include:

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

The Statewide Deliverables are incorporated herein by reference.

3.2 COUNTY Deliverables. The COUNTY deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY deliverables include:

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

County will implement these deliverables through the COUNTY Services Agreement. After these deliverables are completed and approved by COUNTY, these COUNTY deliverables are incorporated herein by reference.

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11, Service Level Standards and the COUNTY Services Agreement. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor.

The COUNTY will:

1. Execute a County Services Agreement Renewal Notice with Appriss, the Texas SAVNS certified vendor, for the current State of Texas Fiscal Year.
2. Each month, inspect, monitor and verify the performances required within Section 4 of the County Services Agreement and Sections 2 and 3 of this OAG Agreement.
3. Verify, record and file at least eight information and notification events each month. At least three of those events must be notifications and all must include court

information if available.

4. 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.
5. 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.
6. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
7. 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.
8. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 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.

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 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.

4. GENERAL STANDARDS

4.1 Limitation of Liability, Service Period (Term) and Option to Extend Service Period (Term). Those provisions of this Agreement are contained in the attached Exhibit A.

4.2 Federal and State Laws, Rules and Ordinances. COUNTY will comply with all applicable federal and state statutes, rules and regulations, including, but not limited to, the Office of Management and Budget (OMB) Circulars and Uniform Grant Management Standards (UGMS), as applicable.

4.3 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Agreement.

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 and incorporated in UGMS by the Governor's Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreement §__14. (Exhibit B)

4.4 Signature of County on this Agreement. The signature of the authorized representative of COUNTY is a certification by the COUNTY to comply with the applicable certifications and assurances, as stated in this Agreement, including the attached Exhibits.

5. REIMBURSEMENT

5.1 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right. COUNTY further understands and agrees that it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless the COUNTY strictly complies with all terms, conditions, and provisions of this Agreement.

COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract unless approved by OAG.

5.2 Reimbursement; COUNTY Service Contract. In accordance with the provisions of the attached Exhibit A, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Service Contract.

5.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, 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 Agreement. Only those costs allowable under applicable cost principles are eligible for reimbursement under this Agreement. The COUNTY acknowledges that it is a sub-recipient of state and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:

<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

** If federal funds are identified in Exhibit A, additional exhibits may be attached.

Copies of these documents referenced above will be provided to the COUNTY by OAG upon request and are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

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.

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.

For purposes of this Article, 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.

In procuring any audit services required by this contract and/or by law, the COUNTY shall comply with applicable state procurement procedures, as well as any requirements found in UGMS regarding such procurement.

COUNTY will not supplant [use funds from this Agreement to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Agreement] but rather shall use funds from this Agreement to supplement existing funds. COUNTY shall use the funds from this Agreement 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 Agreement.

The 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:

1. Thirty (30) days after the issuance of the audit report; or

2. Within nine (9) months after the end of the audited fiscal year for those COUNTY whose fiscal year begins on or after October 1.

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

6. Invoice for Reimbursable Cost

6.1 Time Period and Form of Invoice. COUNTY should refer to the attached Exhibit A for specific invoicing procedures and specific requirements.

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 is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement in regards to the Crime Victim Services Division, Victim Notification Services Grants.

6.2 Timing of Invoice. 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.

6.3 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.

6.4 Excess Payments; Refund; Setoff. Payment under this Agreement 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.

6.5 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. The provisions of this Agreement are contained in the attached Exhibit A.

7. NOTICES

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

Texas SAVNS Project Director
Office of the Attorney General
Crime Victims Services Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

7.2 Invoices. All invoices must be submitted to:

Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8. TERMINATION

8.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Agreement 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 Agreement, the OAG may, upon written notice of the breach to COUNTY, immediately terminate all or any part of this Agreement. 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 Agreement.

8.3 Rights Upon Termination or Expiration. Upon termination or expiration of this Agreement, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this Agreement, 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 Agreement is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this Agreement.

The following terms and conditions survive the termination or expiration of this Agreement: Section 3.4, Data Extract; Section 4.1, Limitation of Liability; Section 9, Intellectual Property; Section 10, Audit;

Section 18, Governing Law and Venue.

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 Agreement 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 Agreement.

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

9. Intellectual Property. The COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, the 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 Agreement.

The COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication or the applicable federal agency. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state or federal grant, if applicable. At least three (3) copies or more if requested, of any such publication must be provided to the OAG or the applicable federal agency. All copies shall be provided by the COUNTY free of charge.

10. AUDIT RIGHTS; RECORDS RETENTION

10.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Agreement. 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 Agreement.

10.2 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 Agreement, 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.

10.3 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.

10.4 Access. COUNTY shall grant access to and make available copies of all data extracts described in Section 3.4, paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement 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 Agreement 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 Agreement.

10.5 Location. Any audit of documents listed in Section 10.4 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 10.

10.6 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.

10.7 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.

11. Independent Contractor Status and General Liability Provision. COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. 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 its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

12. Publicity. COUNTY and/or COUNTY's contractors shall not use the OAG's name or refer to the other Party directly or indirectly in any media release, public service announcement or public service disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not effect COUNTY's obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

13. Amendment. This Agreement 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 Agreement shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this Agreement that does not comply with this Section will be deemed voidable at the sole option of the OAG.

14. 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 for which such failure shall continue, 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 Agreement 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 Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

15. Partial Invalidity. If any term or provision of this Agreement, or of any document incorporated herein by reference is found to be illegal or unenforceable, and provided such term or provision does not render this agreement void, then, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted. To the extent permitted by law, the Parties shall imply a provision to accomplish the Purpose of this Agreement and to the extent possible, accomplish the purposes of the deleted provision.

16. Counterparts. This Agreement 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.

17. Entire Agreement. This Agreement, including the Exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (oral or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter.

18. Governing Law; Venue. This Agreement is made and entered into in the State of Texas. This Agreement 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, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. 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 (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

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

Office of the Attorney General of Texas

Hidalgo County, Texas

by: _____
Attorney General or his designee

by: _____
Judge Juan Salinas

Date: _____

Date: _____

EXHIBIT A – Maintenance Grant

**FY 2008 Grant Contract - SAVNS
Hidalgo County**

Population Size: Large

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	\$25,817	\$ 4,291	12	\$30,108

Service Period (Term). The Service Period (Term) of this Agreement shall commence on the later of September 1, 2007 or the date of the signature by the OAG executing this Agreement, (being the date shown on this Agreement as the date executed by OAG); and unless terminated earlier as provided by another provision of this Agreement, this Agreement will terminate August 31, 2008.

The maximum number of months is provided above. If this Agreement does not commence before September 1, 2007, 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 Agreement.

No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Service Period (Term). Nothing herein shall prevent the parties from revising the Service Period (Term) of this Agreement by a written amendment.

Option to Extend Service Period (Term). This Agreement may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this Agreement.

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 Agreement and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed THIRTY THOUSAND ONE HUNDRED EIGHT and NO/100 DOLLARS (\$30,108) for the Service Period (Term) described in this Agreement.

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 Agreement and specifically amending this provision. The parties acknowledge and agree that nothing in this

Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties stipulate and agree that funding for this Agreement 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 Agreement or arising out of any performance pursuant to this Agreement. 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 Agreement.

Time Period and Form of Invoice. It is possible that a change to the Texas statutory provisions may occur that would require a change in the service model presently employed by the State of Texas to accomplish the *SAVNS system*.

In the event there IS NO CHANGE to the Texas statutory provisions that would require a change in the service model presently employed by the State of Texas to accomplish the SAVNS system: 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 above.

1. The COUNTY may submit requests for reimbursement from the OAG for the period of time from September 1, 2007, (or a later date if this Agreement is not commenced by September 1, 2007), to August 31, 2008, COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering September 1, 2007 to August 31, 2008.

In the event that there IS A CHANGE to the Texas statutory provisions that would require a change in the service model presently employed by the State of Texas to accomplish the SAVNS system: To allow for greater flexibility to address this possible situation and allow for a transition to a different service model, the OAG's liability to pay and the COUNTY's ability to seek reimbursement will be divided into two (2) six-month periods of time, rather than the one (1) 12-month period of time. Therefore, COUNTY will receive up to one-half of the "Total Grant Funds Available" as noted above per each six-month intervals of time.

COUNTY must submit requests for reimbursement from the OAG in the following sequence and manner:

1. For the period of time from September 1, 2007 (or a later date if this Agreement is not commenced by September 1, 2007), to February 28, 2008, COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering September 1, 2007 to February 28, 2008. The certified vendor's invoice is valid when it is dated after the OAG execution date of this Agreement.
2. For the period of time from March 1, 2008 to August 31, 2008, the COUNTY may submit, in accordance with this Agreement, a request for reimbursement to the OAG within twenty (20) calendar days of the COUNTY receiving an invoice from the certified vendor for the period of time covering March 1, 2008 to August 31, 2008. The certified vendor's invoice is valid when it is dated on or after the first day of February 2008 and payable on March 1, 2008.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for FY 2008 Maintenance Expenses packet.

Limited Pre-Reimbursement Funding to COUNTY. This limited funding is not preferred and will be strictly allowed, if at all, upon a showing of the following:

1. The COUNTY must submit written documentation supporting its 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.

Exhibit Applicable to this Agreement. Exhibit B, is attached hereto and incorporated herein, and is applicable to this Agreement. The COUNTY agrees to strictly comply with the requirements and obligation described in Exhibit B.

Exhibit B

**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 Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) 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.