

CUSTOMER:

Hidako County CSCD
P.O. Box 970
Edinburg TX 78540

INVOICE NO: 1369
INVOICE DATE: 9-5-2008
TERMS - DUE:
CONTACT: Nicole Pinon
(915) 546-8120
Ext 4195

SFX	DESCRIPTION	AMOUNT
01	Memorandum of understanding for Turnover and Determinant Factors Survey	\$5,000.00

8-1297-423-00-320-002-8-311
CH# 992956

\$5,000.00

REMARKS:

PLEASE REFERENCE INVOICE NUMBER :

MAKE CHECKS PAYABLE TO:
SEND PAYMENT TO THE ADDRESS ABOVE.

WEST TEXAS CSCD
800 E. Overland Ave, Suite 100
El Paso, TX. 79901

Q. J. Pinon
9-5-08

TO INSURE PROPER CREDIT, PLEASE SUBMIT RESISTANCE SLIP WITH PAYMENT

RESISTANCE SLIP

SFX	DOCUMENT NUMBER	TREASURY FUND	INVOICE AMOUNT	PAYMENT AMOUNT
01	1369		\$5,000.00	
TOTAL INVOICE/PAYMENT			\$5,000.00	

INVOICE RECEIVED BY:

J. Davis ON 9-4-08

GOODS/SERVICES RECEIVED BY:

Joe Page ON 9/4/08

MEMORANDUM OF UNDERSTANDING

West Texas Community Supervision and Corrections Department (hereinafter West Texas CSCD) and Harris County, Dallas County, Tarrant County, Bexar County, Travis County, and Hidalgo County, Community and Supervision and Corrections Departments (hereinafter CSCDs)

I. PURPOSE:

This agreement is made and entered into by between West Texas Community Supervision and Corrections Department (hereinafter **West Texas CSCD**) and CSCDs for the purpose of commissioning a Turnover Intention and Determinant Factors Survey (hereinafter **Survey**) of Adult Community Supervision and Corrections Departments' Community Supervision Officers (hereinafter **CSOs**) and Direct Care Staff (hereinafter **DCS**) to assist CSCDs in developing policies, practices and procedures to decrease employment turnover and increase employment retention of CSOs and DCS; and to memorialize the agreement between and among the CSCDs and West Texas CSCD for collection and distribution of monetary funds contributed by the CSCDs and West Texas CSCD to reimburse and cover the costs incurred by Angelo State University (hereinafter **ASU**) in conducting the Survey to Identify and collect data on the causes, frequency and preventability of turnover among CSCD CSOs and DCS.

II. DEFINITIONS:

In this agreement the following terms have the meanings set forth below:

Agreement means this Memorandum of Understanding.

CSCD or CSCDs means the Texas Community Supervision and Corrections Departments that are Party to this Memorandum of Understanding.

West Texas CSCD means West Texas Community Supervision and Corrections Department.

Non-Party CSCD means a Texas Community Supervision and Corrections Department that is not a Party to this Memorandum of Understanding but may later be petitioned to contribute toward the costs associated with conducting the Study and participate therein.

Party or Parties means a Texas Community Supervision and Corrections Department that has executed this agreement.

III. RESPONSIBILITIES:

West Texas CSCD and CSCDs agree to the following:

1. West Texas CSCD shall:

- a) Collect, record, and monitor payments made by the CSCDs, in accordance with generally accepted principles of accounting.
- b) Draft and administer an agreement between all CSCDs, including West Texas CSCD, and ASU to commission the Survey.
- c) Remit its portion of the total payment, in the amount set out in the attached schedule, along with the payments remitted to West Texas CSCD by the other CSCDs, to the contact at ASU on or before June 21, 2008.
- d) Not use funds paid under this Agreement by the Party CSCDs for any purpose other than paying costs of the Survey.
- e) Develop rules, policies, procedures, regulations or standards that establish a protocol for support and cooperation by all West Texas CSCD administrators and staff during the course of the study. Initially encourage employee voluntary and anonymous participation in the Survey and continue to do so until ASU has the data necessary to complete the Survey.
- f) Notify all CSCDs of any failure on the part of any CSCD to comply with the CSCDs' obligations, set forth in Section 2(d) below, by March 28, 2008. If any CSCD fails to comply with that CSCDs' obligations set forth in provisions of Section 2(d) below, West Texas CSCD may petition or seek additional contributions from any or all CSCDs to contribute an additional amount toward the costs associated with conducting the Survey. Additionally, if any CSCD fails to comply with that CSCDs' obligations, set forth in provisions of Section 2(d) below, West Texas CSCD may petition or seek contributions from a Non-Party CSCD to contribute to and participate in the Survey. If West Texas CSCD solicits contributions from a Non-Party CSCD and that Non-Party CSCD agrees to contribute toward the costs associated with the Survey, West Texas CSCD shall require that the Non-Party CSCD to provide their contribution by a date certain not less than twenty days before the due date for payment set by ASU in order for the Non-Party CSCD to contribute and participate in the Survey.
- g) In the event that subsection (e) of this section becomes effective, West Texas CSCD shall amend its records to reflect a change in the amount contributed by a CSCD or to document a contribution and participation in the Survey by a Non-Party CSCD.
- h) Act as the agent for all Party CSCDs for the sole purpose of commissioning the Survey by entering into and administering an agreement for professional services with ASU in connection with the Survey.
- i) Furnish to the other party CSCDs with a copy of the agreement with ASU for approval prior to the Survey beginning.

- j) Forward all Party CSCDs with a copy of the completed Study for review.
- k) In the event that the Agreement between West Texas CSCD and ASU is terminated by West Texas CSCD or ASU, West Texas CSCD agrees to distribute to the Party CSCDs any amount reimbursed by ASU in proportion to the percentage contributed by the Party CSCDs under this Agreement.

2. CSCDs shall:

- a) Provide a complete list of CSCD CSOs and DCS as required by ASU.
- b) Develop rules, policies, procedures, regulations or standards that establish a protocol for support and cooperation by all CSCD administrators and staff during the course of the study. Initially encourage employee voluntary and anonymous participation in the Survey and continue to do so until ASU has the data necessary to complete the Survey.
- c) Share information with other CSCDs as required by ASU or requested by another CSCD.
- d) Remit payment in the amount set out in the attached schedule to the contact at West Texas CSCD on or before June 21, 2008, or provide documentation of forthcoming payment to be received by West Texas CSCD on or before June 28, 2008. A failure by a CSCD to comply with this provision may result in the failing CSCDs exclusion from participation in this agreement and the Study.

IV. AMENDMENTS:

West Texas CSCD and CSCDs agree that any Party hereto may, subject to the consent of the other Parties, seek to amend this agreement at any time, should changes in the Survey or delivery be necessary. Any modifications or amendments to this agreement must be in writing, executed by all Parties.

V. EFFECTIVE DATE:

This agreement shall become immediately effective upon the signature of all Parties hereto.

VI. TERM:

The Parties agree that this agreement shall continue, without termination or need for formal renewal, until completion of the Survey or one year from the last date of execution by the Parties, whichever is later.

VII. ENTIRE AGREEMENT:

This Memorandum of Understanding contains the entire agreement between the Parties and expresses the Parties' understanding of the collaboration between West Texas CSCD and CSCDs. Any prior discussions, promises, representations, and understandings, whether written or oral, relative to the subject matter of this agreement have no further force or effect.

VIII. INDEMNIFICATION

To the extent permitted under the laws of the State of Texas, the West Texas CSCD and the CSCDs agree to hold each other harmless from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any negligent acts of either party or party's personnel, if any, or its agents or employees whether occurring during the performance of the services under this Agreement or in the execution of the performance of any of its duties under this Agreement.

IX. NOTICE:

Any notice required to be given under the provisions of this agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the addresses under the signatures below:

In Witness whereof, the Parties have executed this Memorandum of Understanding on the Date(s) indicated below.

Stephen L. Enders, Director
West Texas CSCD
800 E. Overland, Ste. 100
El Paso, Texas 79901
(915) 546-8120

Date

Paul Becker, Director
Harris County CSCD
49 San Jacinto, Suite 600
Houston, Texas 77002
(713) 755-2710

Date

Dr. Michael E. Noyes, Director
Dallas County CSCD
133 N. Industrial Blvd., 9th Floor
Dallas, Texas 75207
(214) 653-5202

Date

Tom Plumlee, Director
Tarrant County CSCD
200 W. Belknap Street
Fort Worth, Texas 76196
(817) 884-1600

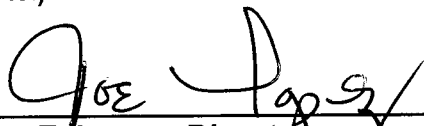
Date

H. William Fitzgerald III, Director
Bexar County CSCD
601 Dolorosa Street
San Antonio, Texas 78207
(210) 335-7322

Date

Dr. Geraldine Nagy, Director
Travis County CSCD
411 W. 13th St., Ste. 400
P.O. Box 2245
Austin, Texas 78701
(512) 854-4608

Date



Joe E. Lopez, Director
Hidalgo County CSCD
3100 S. Business Hwy. 281
P.O. Box 970
Edinburg, Texas 78529

Date

_____, Director

County CSCD

Date

PAYMENT SCHEDULE

<u>CSCD</u>	<u>Contribution</u>
West Texas CSCD	\$ 5,000.00
Harris County CSCD	\$ 5,000.00
Dallas County CSCD	\$ 5,000.00
Tarrant County CSCD	\$,5,000.00
Bexar County CSCD	\$,5,000.00
Travis County CSCD	\$ 5,000.00
Hidalgo County CSCD	\$ 5,000.00