

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into this 12 day of October, 2009, by and between Tom Krampitz (the "Consultant") and the Border Prosecution Unit (the "BPU"), located at 34th Judicial District Attorney's Office, 500 East San Antonio Street, Suite 201, El Paso, Texas, 79901.

W I T N E S S E T H:

WHEREAS, the BPU and the Consultant desire to develop a consulting services relationship, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Consultant agrees to provide certain consulting services to the BPU.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Consultant and BPU agree as follows:

Services. During the Term (as defined below) of this Agreement, the Consultant shall, as specified by the BPU, provide consulting services to further the goals, mission and objectives of the BPU. The services relate to effectuating the purposes of the grant, entitled Border Prosecution Unit, and further identified as Grant No. 2283701, to the BPU from the Office of the Governor, Criminal Justice Division, State of Texas (the "CJD").

1. Perform the duties associated with the position of General Counsel to the BPU.
2. Assist BPU with the preparation of the grant application and coordinate and monitor all grant activities. Assist in the preparation of required reports to the CJD.
3. Serve as primary point of contact for members of the BPU Board of Directors, setting up meetings of the BPU board, preparing necessary briefing and research materials, and establishing agendas. Coordinate BPU contact with relevant public officeholders and where necessary develop strategies for ongoing improvements and modifications for the BPU project.
4. Establish appropriate cooperative arrangements with the Department of Public Safety ("DPS") and other law enforcement agencies to further the mission, objectives and goals of the BPU project.
5. When specifically authorized by the BPU, meet with staff and executive management of the CJD and DPS to communicate BPU's interests.
6. Conduct site visits to offices within the BPU and provide technical assistance to these offices to further the mission, goals and objectives of the BPU project.
7. Arrange and coordinate continuing legal education opportunities for BPU staff

attorneys and cross-training for law enforcement personnel in conjunction with DPS and other law enforcement stakeholders.

8. Provide periodic status reports to the BPU Board of Directors as may be directed and where appropriate provide legal advice and consultation services.

Fees. The fee for such Services shall be \$5,000.00 per month, payable by the BPU to the Consultant at the end of each month for which the Consultant provides consulting services to the BPU during the Term of this Agreement.

Expenses. The Consultant shall be entitled to reimbursement for its reasonable expenses associated with the rendering of the Services. All statements submitted by the Consultant for services and expenses shall be in the form agreed by the parties. All payments contemplated by this Agreement shall be due and payable only so long as they are incurred while this Agreement is in force and effect.

Term. The term of this Agreement shall be for twenty four (24) months.

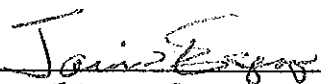
Modifications. This Agreement may be modified or extended by mutual written agreement of both parties. It may be cancelled at any time during its term by either party with 30 days prior written notice without cause.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

 (Consultant)

By: _____
Name: Tom Krampitz

Border Prosecution Unit

By:  _____
Name: Jaime Espinoza
Title: District Attorney, 34th Judicial District

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 5 day of March, 2010, by and between the 293rd Judicial District, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated \$ 105,000.00 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit.
ATTN: Jaime Esparza, Project
Director

500 E. San Antonio, Ste 201

El Paso, TX 79901

To Contractor:

Judicial District
ATTN: District Attorney or County &
District Attorney
City, State Zip

To County:

County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT

Jain Egg

293rd
JUDICIAL DISTRICT

Roberto Serra



STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 3rd day of March, 2010, by and between the 81st Judicial District, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated \$ 105,000.00 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit.
ATTN: Jaime Esparza, Project
Director

500 E. San Antonio, Ste 201

El Paso, TX 79901

To Contractor:

Judicial District
ATTN: District Attorney or County &
District Attorney
City, State Zip

To County:

County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

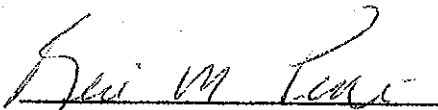
Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT



JUDICIAL DISTRICT



DISTRICT ATTORNEY
81ST JUDICIAL DISTRICT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 11th day of February, 2010, by and between the Willacy County District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit , hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated \$104,801 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit.
ATTN: Jaime Esparza
Project Director
500 E. San Antonio, Ste 201
El Paso, TX 79901

To Contractor:

Bernard W. Ammerman
Willacy County District Attorney
Willacy County Courthouse
546 West Hidalgo Avenue, 2nd Floor
Raymondville, Texas 78580
(956) 689-2164

To County:

County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

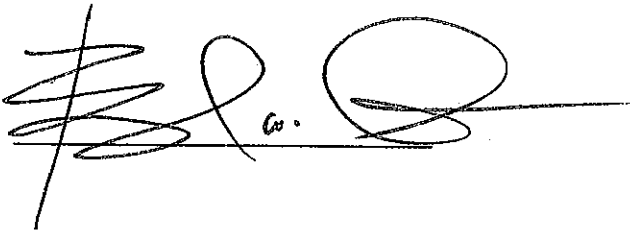
Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT

Janis Espay

WILLACY COUNTY DISTRICT ATTORNEY



STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 8th day of February, 2010, by and between the 79th Judicial District, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide; and

Whereas, the above named Contractor has been allocated \$ 100,000 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- a) Invoice or cancelled check copy,
- b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- b) A detailed budget of all planned expenditures of BPU grant funds; and
- c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit
ATTN: Jaime Esparza, Project Director
500 E. San Antonio, Suite 201
El Paso, TX 79901

To Contractor: 79th Judicial District
ATTN: District Attorney
408 W. Travis
P.O. Box 283
Falfurrias, TX 78355

To County: County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT

79TH JUDICIAL DISTRICT

A handwritten signature in black ink, consisting of a large, stylized letter 'A' with a horizontal line extending to the left and a circular flourish at the bottom right, positioned above a horizontal line.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 8th day of April, 2010, by and between the 229th Judicial District, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated \$ \$105,000.00 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit.
ATTN: Jaime Esparza, Project
Director

500 E. San Antonio, Ste 201

El Paso, TX 79901

To Contractor:

229th Judicial District
ATTN: Heriberto Silva
District Attorney
Rio Grande City, TX 78582


To County:

County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

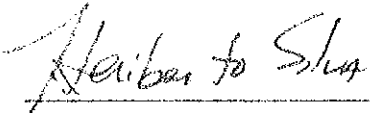
Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT



229TH JUDICIAL DISTRICT



STATE OF TEXAS §
 §
COUNTY OF EL PASO §

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 8th day of April, 2010, by and between the 83rd Judicial District, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

WHEREAS, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusteed Programs Within The Office of the Governor for prosecution resources for districts statewide; and

WHEREAS, the above named Contractor has been allocated \$105,000 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

WHEREAS, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

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- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

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1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the

County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit
ATTN: Jaime Esparza, Project Director
500 E. San Antonio, Ste 201
El Paso, TX 79901

To County:

County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

To Contractor:

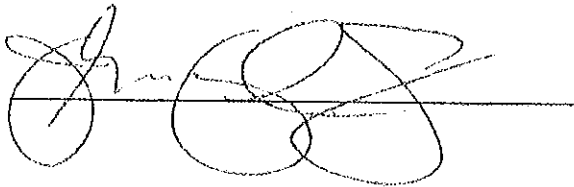
83rd Judicial District
ATTN: Jesse Gonzales, District Attorney
400 S. Nelson Street
Fort Stockton, Texas 79735

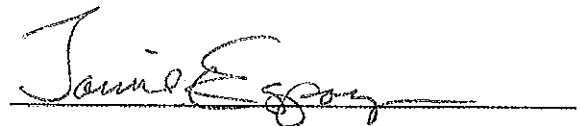
WITNESS the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT

83RD JUDICIAL DISTRICT





STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 26th day of October, 2010, by and between the 143rd Judicial District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit , hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated \$100,000.00 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit.
ATTN: Jaime Esparza, Project
Director

500 E. San Antonio, Ste 201

El Paso, TX 79901

To Contractor:

Judicial District
ATTN: District Attorney or County &
District Attorney
City, State Zip

To County:

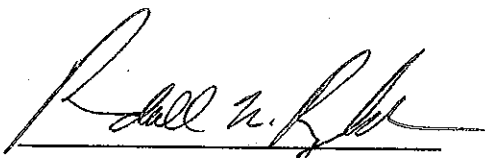
County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT

143rd JUDICIAL DISTRICT



A handwritten signature in cursive script, appearing to read "Randall W. Reynolds", is written over a horizontal line.

Randall W. Reynolds

143rd Judicial District Attorney

Renee Railey

From: Josie Brostrom
Sent: Thursday, April 22, 2010 5:06 PM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-169 BPU Grant Consulting Services Agreement

COUNTY LEGAL REVIEW FORM

KK-10-169

Contract Description: DA – Border Prosecution Unit – Consulting Services Agreement– Tom Krampitz

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

*1) NA

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom
Sent: Thursday, April 22, 2010 5:59 PM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-170 BPU - 293rd Judicial Dt MOU

COUNTY LEGAL REVIEW FORM

KK-10-170

Contract Description: DA – Border Prosecution Unit – MOU – 293rd Judicial District

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____ Approved as to Form as Submitted
 _____ XX _____ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 _____ Not Approved

- *1) Add description of Exhibit A and include it in MOU
- 2) Add name and address of Contractor in Section 3.0

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom
Sent: Thursday, April 22, 2010 6:07 PM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-171 BPU - 81st Judicial Dt MOU

COUNTY LEGAL REVIEW FORM

KK-10-171

Contract Description: DA – Border Prosecution Unit – MOU – 81st Judicial District

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____ Approved as to Form as Submitted
____ XX _____ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
_____ Not Approved

- *1) Add description of Exhibit A and include it in MOU
- 2) Add name and address of Contractor in Section 3.0

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom
Sent: Friday, April 23, 2010 10:30 AM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-172 BPU - Willacy County District Attorney MOU

COUNTY LEGAL REVIEW FORM

KK-10-172

Contract Description: DA – Border Prosecution Unit – MOU – Willacy County District Attorney

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____ Approved as to Form as Submitted
 _____ XX _____ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 _____ Not Approved

*1) Add description of Exhibit A and include it in MOU

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom
Sent: Friday, April 23, 2010 2:43 PM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-173 BPU - 79th Judicial Dt MOU

COUNTY LEGAL REVIEW FORM

KK-10-173

Contract Description: DA – Border Prosecution Unit – MOU – 79th Judicial District

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____ Approved as to Form as Submitted
 ___ XX _____ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 _____ Not Approved

- *1) Add description of Exhibit A and include it with MOU
- 2) Add name and title of Contractor signatory in signature block

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom
Sent: Friday, April 23, 2010 2:45 PM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-174 BPU - District Attorney 229th Judicial Dt MOU

COUNTY LEGAL REVIEW FORM

KK-10-174

Contract Description: DA – Border Prosecution Unit – MOU – District Attorney
229th Judicial District

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____ Approved as to Form as Submitted
 ___ XX ___ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 _____ Not Approved

*1) Add description of Exhibit A and include it in MOU

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom

Sent: Friday, April 23, 2010 2:51 PM

To: Renee Railey

Subject: Contract Legal Review Form KK-10-175 BPU - District Attorney 83rd Judicial Dt MOU

COUNTY LEGAL REVIEW FORM

KK-10-175

Contract Description: DA – Border Prosecution Unit – MOU – District Attorney 83rd Judicial District

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted

Approved as to Form with Amendments/Modifications/Reservations Noted Below*

Not Approved

*1) Add description of Exhibit A and include it with MOU

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

Renee Railey

From: Josie Brostrom
Sent: Friday, April 23, 2010 2:58 PM
To: Renee Railey
Subject: Contract Legal Review Form KK-10-176 BPU - 143rd Judicial District Attorney MOU

COUNTY LEGAL REVIEW FORM

KK-10-176

Contract Description: DA – Border Prosecution Unit – MOU – 143rd Judicial District Attorney

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

_____ Approved as to Form as Submitted
 _____ XX _____ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 _____ Not Approved

- *1) Add description of Exhibit A and include it in MOU
- 2) Add name and address of Contractor in Section 3.0

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney