

# OPERATIONAL RESOURCE MANUAL

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THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

## CONTRACT

This contract is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between \_\_\_\_\_, County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County", and \_\_\_\_\_, a non-profit corporation organized under the laws of the State of Texas, hereinafter referred to as "Crime Stoppers".

WHEREAS, the county is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of \_\_\_\_\_ County; and

WHEREAS, Crime Stoppers has as its purpose the helping local law enforcement agencies detect and combat crime by increasing the flow of information to and between law enforcement agencies in order to improve the safety and quality of life for citizens of the community; and

WHEREAS, Chapter 2, Section 351.901, of the Texas Government Code, expressly authorizes the Commissioners Court of a county by contract to donate money to one or more Crime Stoppers organizations for expenditure by the organization, so long as the total amount of all donations made in a calendar year do not exceed twenty-five thousand (\$25,000.) dollars;

NOW, THEREFORE, the county hereby agrees to donate to Crime Stoppers the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars to be paid during the \_\_\_\_\_ calendar year, and in consideration of the mutual premises herein contained, the parties hereto agree and understand as follows:

### **I.**

County does hereby make one single donation of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the \_\_\_\_\_ calendar year.

Crime Stoppers understands and agrees that the above referenced donation is the only donation for the said calendar year, and that the entry and performance by the county under this contract shall in no manner constitute a precedent or bind.

County to enter into any further or additional contract or agreement with Crime Stoppers for any purpose during the said calendar year or any subsequent calendar year.

Further, County shall reserve the right under Section 351.901, of the Texas Government Code, to make donations to another qualified Crime Stoppers program within the County's territorial and jurisdictional boundaries.

Crime Stoppers understands and agrees that Crime Stoppers, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the county based upon the existence of this contract. The County is merely a "Donor" and Crime Stoppers a "Donee".

### **II.**

Crime Stoppers agrees to make available its financial records for audit and/or review by County at County's discretion. In addition, Crime Stoppers agrees to provide County the following date and/or reports:

1. All external or internal financial audits.
2. All external or internal evaluation reports.
3. Monthly performance and statistical reports.
4. Quarterly financial statements submitted in January, April, July, and September, to include expenses and income.
5. An explanation of any major changes in program operations.
6. Documentation in satisfactory form evidencing Crime Stoppers non-profit status from Texas corporate charter, tax exempt number, and copies of any and all reports made to the Internal Revenue Service for the most recent preceding year.
7. Other appropriate information such as number of volunteer hours, major donations, and fundraising efforts.

### **III.**

The parties to this contract do hereby certify that:

1. The Crime Stoppers program is necessary and essential for the solution and prevention of crime and is properly within the concerns of \_\_\_\_\_ County; and
2. The proposed agreement serves the interest of the efficient and economical administration of \_\_\_\_\_ County; and
3. The program to be operated is not otherwise available under present personnel or facilities provided to \_\_\_\_\_ County.

### **IV.**

In the event that any portion of this contract shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

### **V.**

The covenants, conditions, and terms hereof are to be construed under the laws of the State of Texas and are performable by all parties hereto in \_\_\_\_\_ County, Texas.

**OPERATIONAL RESOURCE MANUAL**

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**VI.**

County, at its sole discretion, may and will suspend and/or terminate this contract and require a full refund of any and all monies by Crime Stoppers not expended under the terms of this contract, in whole or part, for "cause".

"Cause" shall include but not necessarily be limited to:

1. Crime Stoppers' improper, misuse or inept use of funds; and/or
2. Crime Stoppers' failure to comply with the terms and conditions of this contract, specifically including, but in no way limited to, Section II of this contract; and/or
3. Crime Stoppers' submission of data and/or reports that are incorrect or incomplete or false in any material respect; and/or
4. The performance of the terms and/or conditions of this contract is rendered impossible.

In the case of suspension, County shall advise Crime Stoppers as to these conditions precedent to resumption of payment of the donation and specify a date for compliance without exemption.

In the case of termination, Crime Stoppers will remit to County any and all unexpended portions of County's donation. Acceptance of said remittance shall not constitute a waiver of any claim County may otherwise have arising out of this contract.

**VII.**

The undersigned officers and agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the respective parties hereto and each party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**"COUNTY"**

\_\_\_\_\_ County, Texas \_\_\_\_\_, TX \_\_\_\_\_ Address City Zip

BY: THE HONORABLE \_\_\_\_\_, COUNTY JUDGE Name

ACTING ON BEHALF AND BY THE AUTHORITY OF THE \_\_\_\_\_ COUNTY COMMISSIONERS COURT.

**"CRIME STOPPERS"**

\_\_\_\_\_, Inc. Program Name

\_\_\_\_\_, Texas \_\_\_\_\_

BY: \_\_\_\_\_ Chairman Name

ACTING ON BEHALF AND BY THE AUTHORITY OF THE BOARD OF DIRECTORS OF

\_\_\_\_\_, INC.

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
County Attorney