

EXHIBIT 2

COOPERATIVE AGREEMENT

FOR

COMMUNITY SERVICE RESTITUTION

This agreement is made entered into this 16th day of August 2016, between the Denton County Community Supervision and Corrections Department (hereinafter referred to as CSCD), a political subdivision of the State of Texas and the City of Denton, Texas (hereinafter referred to as Organization), a political subdivision of the State of Texas, for the purpose of providing a Community Service Restitution (CSR) work program for offenders under the supervision of the CSCD. Both the City and CSCD have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code. The objective, held in common by both parties, is to provide offenders with the opportunity to repay a portion of their debt to society by performing Court-ordered community service work without compensation, as a condition of their community supervision.

The CSCD agrees to screen probationers for appropriate placement within the Organization, provided that the Organization has completed a Community Service Restitution Agency Description and provided the document to the CSCD. If an organization has not provided the CSCD with an Agency Description form, it will be assumed that all types of offenders are acceptable at the Organization.

The CSCD agrees to furnish probationers to the Organization and the Organization agrees to utilize the labor, skills, and efforts of probationers for the performance of work assignments as described in this agreement. The Organization shall have the sole right and responsibility for supervising the day-to-day performance of each probationer and the operation of the community service project. The CSCD shall have the right to be fully informed concerning the nature of all aspects of the community service project, the utilization of the probationer in the project, and any problems or incidents involving a probationer with the project. The CSCD shall have the right to inspect all community service projects and observe the performance of any and all probationers at the project site at all reasonable times and places.

BACKGROUND

Persons placed under the supervision of the CSCD, both felons and misdemeanants, are routinely Court ordered to complete the community service restitution as a condition of community supervision in an effort to hold the offender accountable for repaying a portion of their debt to society. However, community service can also function as a means of teaching persons improved or new job skills.

Probationers who are required to perform community service as a condition of community supervision are directed by the Courts to perform from 24 to 1,000 hours, depending on the offense committed. Every effort is made by the Courts and the CSCD to refer probationers to sites where their skills can be utilized or new skills can be learned.

The probationers are responsible for performing community service as ordered. If they do not fulfill the requirement, the privilege of community supervision may be taken away and they may be required to complete their sentences in jail or prison.

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GENERAL GUIDELINES

- **Community service restitution work is to be performed only for non-profit organizations or governmental or tax supported agencies. Community service restitution work cannot be provided for the direct benefit of religious organizations. However, community service programs affiliated with religious organizations are allowable if the following criteria are met:**
 - **the organization must have a secular governmental purpose;**
 - **the organization must neither advance nor inhibit religion;**
 - **sponsored projects by the religious organization must be for the benefit of the general community (such as food pantry or clothing room).**
 - **the community service work must not foster an excessive governmental entanglement with religion.**
- Probationers may not receive monetary benefit or advertising publicity through the community service assignments.
- Probationers may be granted CSR credit in felony cases for donations to a food bank or food pantry. (Not allowed in misdemeanor cases.)
 - Donations must be made directly to the food bank.
 - Donations may be in the form of cash or products.
 - One hour of credit will be given for each \$5.00 donation.
 - This type of CSR must be approved by the probationer's Officer prior to making the donation.
- Falsification of records, using probationers to perform CSR for a personal project, granting CSR hour credit in exchange for goods or services by the probationer that fall outside of the scope of the community service project, or other non-approved agency function may result in prosecution.
- The CSCD is not responsible for any accident caused by the CSR workers or to any CSR worker.
- Community service time is only granted for actual time spent performing un-reimbursed work for the Organization. Any additional "credit" without actually working the hours must be cleared with the director of the CSCD or the CSCD's CSR Coordinator prior to the credit being given.
- Probationers will not provide transportation of people as part of their community service assignment, unless accompanied by the Organization's contact person or designee, and said transportation will not be in the probationer's vehicle. Liability insurance is the responsibility of the Organization.
- Probationers may continue to volunteer their service beyond the term of the community supervision conditions, if agreed to by the Organization, but should this arrangement be made, the probationers will not be under the supervision of the CSCD, and terms of this agreement will not apply.

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RESPONSIBILITIES OF THE ORGANIZATION

- Notify the CSR Coordinator's office of the need for community service worker(s) at least 24 hours in advance, whenever possible. When not possible, the CSCD will make every effort to locate the necessary worker(s) but may not be able to do so.
- Maintain accurate records of community service hours performed by each probationer, and provide written verification of those hours to the CSR Coordinator weekly. Each approved agency will be provided with a CSR Program roster, or they may submit their own documentation of CSR hours worked so long as it is in writing and signed by the agency supervisor or their designee. Said documentation may be faxed or mailed by the U.S. mail. It may also be transmitted electronically via e-mail as long as the e-mail is generated from the agency's supervisor's or their designee's email address, and said e-mail address has been previously provided to the CSR Coordinator's office. E-mails can be sent to the CSCD's designated CSR email: CommunityServiceCSCD@dentoncounty.com.
- Supervise work performed by probationers.
- Provide work assignments in a safe and healthy atmosphere that can be completed by probationers. The work required in the assignment should not include work that may pose a danger to the public, such as providing transportation in an automobile or other vehicle, and work that may endanger the probationer, such as construction or maintenance work that involves a significant risk of injury.
- Unless otherwise arranged with the CSCD, the Organization will provide any equipment or supplies needed to perform the assignment.
- The Organization agrees, to the extent possible, to respect the confidential nature of the probationer's status.
- Should a CSR worker fail to perform to the expectations of the Organization or for other reasons need to be discharged from the work assignment, the Organization may terminate the CSR worker's assignment. In this event, the Organization must immediately contact the CSR Coordinator's office or supervisory staff of the CSCD to report the problem so that action can be taken.
- Upon request of the CSCD, and only in extreme circumstances, the Organization may be asked to file written reports concerning the performance of a probationer/defendant for the community service project.
- The CSCD may from time to time phone or e-mail the Organization to verify CSR hours performed and/or the progress of a CSR worker.
- The Organization will notify the CSCD of the name, telephone number, address, and e-mail address of the agency's supervisor/contact person. This will be accomplished by completion the Community Service Restitution Agency Description, or by reporting the updated information via a telephone call to Rhett Wallace at (940)349-3404, by mailing the information to the department at PO Box 1309,

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Denton, Texas 76201, Attn: CSR Program, or by e-mailing
CommunityServiceCSCD@dentoncounty.com.

RESPONSIBILITIES OF THE PROBATIONERS

- Be on time and perform all assignments in a manner satisfactory to the Organization's supervisor/contact person.
- Dress appropriately for the job and exhibit behavior appropriate to the community service assignment.
- Obey all reasonable rules and directions given by the Organization.
- Notify the supervision officer if a problem arises with the referral or in performing the community service.

INDEPENDENT PARTIES

The CSCD and Organization shall for all purposes under this agreement are independent parties. Neither party shall be deemed an employee, agent, or representative of the other party, nor shall either party have authority to incur any obligation or make any representation on behalf of the other party.

RESCINDING REFERRALS

The CSCD shall retain the right to rescind any referral of any probationer to the Organization and discontinue the services of any probationer with any Organization for any reason and at any time.

EXPENSES, HOLD HARMLESS, INSURANCE

Any and all expenses incurred in the furtherance of and performance of this agreement shall be borne by the party that incurred them.

Neither party shall be responsible or liable in whole or in part for the acts or omissions of the other party, its agents, CSR workers, or employees.

Neither party to this agreement shall be required to indemnify the other or hold the other harmless against any claim of any kind, including any claim asserted by a third party against a party to this agreement, resulting from an act or omission of a probationer referred to the Organization by the department pursuant to the agreement.

Each party is responsible for determining the need for and for procuring any insurance that it may deem necessary in order to protect or indemnify itself from the consequences of any possible legal liability that it may incur in the performance of this agreement.

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NO COMPENSATION

It is understood that the employees of the Denton County CSCD or individuals acting as agents of the Denton County CSCD are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity, or gift for services provided under this agreement. The Organization warrants that no employee or agent of the Denton County CSCD has been retained to solicit or secure this agreement and that the Organization has not paid or agreed to pay any employee of the Denton County CSCD any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this agreement or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this agreement.

EFFECTIVE DATE/CANCELLATION

This agreement will become effective on the date that it is signed by the Organization's representative and will remain in effect until cancelled by either party or updated by the CSCD. If for any reason either party is dissatisfied with any arrangement in this agreement, either party may cancel this agreement at any time with or without written notice to the other party.

I, the undersigned, affirm the non-profit or governmental status of the organization and that I am authorized to enter into this agreement. (501)(c)(3) or Tax ID number here:

City of Denton Tax ID #75-60000514

Community Service Agency's Authorized Signature

Date

Title

Rhett Wallace, Supervisor
Denton County CSCD

Date