

**RUSSMATT BASEBALL
CENTRAL FLORIDA COLLEGIATE INVITATIONAL
HOST AGREEMENT**

THIS HOST AGREEMENT (the “Agreement”) is made as of the Effective Date (as defined in Section 3.22, below) by and between RUSSMATT LLC (“RUSSMATT”), a Florida limited liability company, whose address is 1000 Primera Blvd, Suite 3130 Lake Mary, Fl 32764 and Polk County, a political subdivision of the State of Florida (the “County”), whose address is 330 West Church Street, Bartow, FL 33830.

WITNESSETH:

WHEREAS, RUSSMATT promotes and conducts the Central Florida Collegiate Invitational, hereinafter referred to as the “Event”, and provides promotion and support for the conduct of the Event; and

WHEREAS, the County, by and through its Tourism & Sports Marketing Division (the “PCTSM”) promotes tourism and economic development within Polk County; and

WHEREAS, RUSSMATT desires to conduct the Event within Polk County on February 10-April 21, 2024 and each year following on similar dates through 2033 with the option of renewing this Agreement for an additional ten (10) year term; and

WHEREAS, the County and RUSSMATT desire to increase and encourage Event participation, sports tourism, and Event related overnight stays in Polk County; and

WHEREAS, the County and RUSSMATT have agreed to work together to achieve these objectives.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree, as follows:

ARTICLE 1

COUNTY OBLIGATIONS AND RIGHTS

For each year of the term of this Agreement, each such year commencing upon the anniversary of the Effective Date, the County through PCTSM, shall perform or provide the following to RUSSMATT, or shall cause the following to be performed or provided to RUSSMATT:

1.1 Venues – Facility Fees. The County will assist RUSSMATT with securing the appropriate and mutually agreed competition venues to host the Event.

1.1.1 The County will pay for facility fees, at agreed upon facilities, and promotional expenses as set forth in this Section 1.1 based on the actual number of participating out-of-county teams and the number of competition days each team participates in Polk County. For each out-of-county team, the County will pay one hundred dollars (\$100) per team, per competition day, towards facility fees and sponsorship of promotional expenses; provided, however, that any use of the County payment for promotional expenses shall be limited to the following annual amounts:

YEAR	NOT-TO-EXCEED AMOUNT PAYABLE BY COUNTY FOR PROMOTIONAL EXPENSES
2024	\$40,000
2025	\$45,000
2026	\$50,000
2027	\$55,000
2028	\$60,000
2029	\$65,000
2030	\$70,000
2031	\$75,000
2032	\$80,000
2033	\$85,000

Any additional costs for promotional expenses beyond the amounts set forth above will be the responsibility of RUSSMATT. No annual cap shall apply for use of the County payment toward facility fees. By way of example, for illustrative purposes only, if RUSSMATT brings in 40 out-of-county teams for a total of 30 days during the 2024 Event, the total potential County payment for 2024 would be \$120,000 (40 x \$100 x 30 = \$120,000). If the facility fees in 2024 are \$80,000, then RUSSMATT may use the remaining \$40,000 toward promotional expenses. However, if facility fees are \$60,000 in 2024 under the same scenario, the total County payment due to RUSSMATT will be reduced to \$100,000, as only \$40,000 may be used toward promotional expenses in that particular year.

If this Agreement is extended for an additional 10-year term, as contemplated and further described in Section 3.22, then the not-to-exceed amounts for promotional expenses payable by the County hereunder for each year of such extension term shall increase by \$5000 annually, commencing in 2034 with a NTE amount of \$90,000. As used herein, participating teams, competition days, facility fees, and promotional expenses are defined as follows:

- (a) *Participating Teams*: One (1) participating team is defined as any university or college team with at least twenty-five (25) participants or any high school or club team made up of at least fifteen (15) participants. Participants will be defined as athletes, coaches, and staff of participating teams competing in the Event.
- (b) *Competition Days*: Competition days are defined as each day the participating team competes or practices at any Polk County facility.
- (c) *Facility Fees*: Facility fees include field rental, maintenance fees, lighting fees, and facility staff; the County may choose, in its sole discretion, to pay for additional items as part of the facility fees.

(d) *Promotional Expenses*: Promotional expenses include participation and hospitality at yearly industry specific trade shows (ex. American Baseball Coaches Association), digital and print advertising, and promotional items to be given to Event participants.

1.1.2 The County will make available the necessary baseball facilities for the use of the Event from the second Saturday in February through the second to last Saturday in April for the duration of the Agreement unless otherwise agreed upon by the County and RUSSMATT.

1.1.3 Facility fees and promotional expenses must be paid between May 1 and February 1 for the most recent RUSSMATT Central Florida Collegiate Invitational.

1.2 Hospitality. The County will sponsor an annual welcome event for all of RUSSMATT staff to learn about things to do and places to go while staying in Polk County. This welcome event shall take place at a mutually agreed upon site.

1.3 Marketing. The County will provide the following marketing support for the Events:

1.3.1 Press release written with collaboration from RUSSMATT and sent to all local sports media contacts.

1.3.2 Social media posts promoting the Events on all appropriate PCTSM social pages.

1.3.3 Featured segments on PCTSM's Sports Central local TV and radio shows

1.3.4 Listing on visitcentralfloridasports.com website calendar of events

1.4 Event Accommodations. RUSSMATT shall advise the County of the approximate number of hotel rooms Event participants will need and the nights that the hotel rooms will be needed. If needed, the County shall then use its best efforts to secure or cause to be secured an appropriate number of hotel room blocks or vacation rental homes for Event participants. The County and RUSSMATT shall determine the appropriate mechanism by which the Event participants shall reserve their accommodations, which may include using the services of a designated housing bureau or designated hotel properties or the third party housing company of RUSSMATT. RUSSMATT events are not stay to play events and therefore do not require Event participants to reserve a hotel room within the hotel block(s).

The County will not be responsible in any way for any charges or fees related to the Event participants securing hotel rooms or vacation rental homes for the Events.

1.5 County Discounts and Special Rates. The County will provide RUSSMATT with a list of current partners that includes information for discounted/preferred County rates for RUSSMATT to use if interested on items such as hotels, restaurants, event equipment rentals, and other.

1.6 Facility & Event Rights. Except as limited by the following sentence of this Section 1.6, RUSSMATT hereby grants the County the right to promote its "PCTSM Sports Partners" at the Event. If, however, a "PCTSM Sports Partner" provides goods or services that conflict with the goods or services provided by any Event sponsors obtained by RUSSMATT, then the County shall not have the right to promote the affected "PCTSM Sports Partner" at the Event. The County shall advise RUSSMATT in writing at least thirty (30) days prior to the Event Dates the PCTSM Sports

Partners it intends to promote at the Event and of each respective promotional activity. Within seven (7) days after its receipt of each such notice, RUSSMATT shall advise the County as to any sponsor conflicts that will prevent the County's intended promotion of each such PCTSM Sports Partner.

1.7 Florida Sports Foundation Grants. The County shall retain any grant awards received from the Florida Sports Foundation. RUSSMATT shall provide a certificate of insurance for the Florida Sports Foundation in the case such grant is awarded. RUSSMATT shall provide any necessary requirements for the County to receive such grants.

1.8 Facility Upgrades. The County will continually upgrade competition facilities throughout the term of the Agreement and, in the County's sole discretion, shall upgrade such facilities as needed.

ARTICLE II

RUSSMATT'S OBLIGATIONS AND RIGHTS

2.1 Event Management / Operations.

2.1.1 Each year of this Agreement, RUSSMATT shall conduct no less than eighty percent (80%) of the Event in Polk County at a mutually agreed upon venue(s) as secured and approved by RUSSMATT and the County up to the capacity of baseball complexes in Polk County.

2.1.2 RUSSMATT shall be solely responsible for the operation and management of the Event.

2.1.3 RUSSMATT shall designate and provide an onsite Event Director to oversee the implementation of the Event at the venues and will adhere to any policies set by each venue.

2.1.4 RUSSMATT shall coordinate with the County and the facility owners to create a competition schedule that accommodates all organizations.

2.1.5 RUSSMATT shall coordinate and provide payment for competition officials for the Event.

2.1.6 RUSSMATT shall collect all entry fees for participation in the Event.

2.1.7 RUSSMATT expressly reserves the right to sell, or cause to be sold, all event specific merchandise and programs. All revenues from such sale of Event merchandise and programs shall be retained by RUSSMATT. The County shall receive a full page ad in the Event program and shall assist RUSSMATT with the content for the program.

2.1.8 RUSSMATT expressly reserves the right to sell, or cause to be sold, concessions at all venues that grant such rights to outside organizations. All revenues from such sale shall be retained by RUSSMATT.

2.1.9 RUSSMATT shall conduct the Event in Polk County, Florida, on the specific dates indicated below in the year 2024 and on similar dates each year through 2033.

a. February 10, 2024 – April 21, 2024

2.1.10 RUSSMATT will make their best efforts to ensure all participants and spectators stay in Polk County accommodations during the Event.

2.1.11 RUSSMATT shall comply with all applicable laws, rules and regulations applicable to its conduct of the Events.

2.1.12 RUSSMATT shall provide adequate health and safety measures for the Event. RUSSMATT shall comply with all federal, state, and local health agency COVID-19 recommendations for facilities and events. RUSSMATT agrees to abide by each hosting venue's COVID-19 recommendations for facilities and events.

2.2 Promotions.

2.2.1. RUSSMATT shall promote the Event to all potential participants.

2.2.2. RUSSMATT hereby grants the County the right, exercisable at the County's discretion, to distribute welcome packets, coupons, and other materials regarding other events and things to do in Polk County to all teams participating during the Events.

2.2.3 RUSSMATT agrees to send, or allow the County to send, a minimum of one (1) notice to event participants prior to the Event Dates which shall include local information about County attractions, dining, shopping, etc. Information will include links to PCTSM's Savings Pass, Mobile App, and itineraries.

2.2.4 RUSSMATT will acknowledge the County, as PCTSM, as an official sponsor of the Event and will place the Visit Central Florida Sports and Visit Central Florida logos on all printed material.

2.2.5 RUSSMATT will have a website dedicated to the Events and will include the PCTSM & Visit Central Florida logos along with a link to the following websites: www.visitcentralfloridasports.com and www.visitcentralflorida.org.

2.3 Accounting. On or before 60 days after the conclusion of the Event, RUSSMATT will deliver to the County a written Post Event Economic Report for the Event in a form acceptable to the County using the format defined in 2.3.1 that will detail the total number of Polk County hotel or other room nights the Event generated and the total number of Event participants, spectators, and coaches.

2.3.1 Defined Post Event Economic Report Minimum Requirements

Team Name	City, State	# of Participants	# Competition Days	Division	# of Overnight Stays

2.4 Sponsorships. In accordance with the rights granted in Section 1.5 above, RUSSMATT shall allow the County to display signage at each Event facility that promotes those PCTSM Sports Partners whose businesses do not conflict with Event sponsors obtained by RUSSMATT.

2.5 Facility Enhancements. Over the length of this Agreement, RUSSMATT will contribute a minimum of one hundred and fifty thousand dollars (\$150,000) every five (5) years to

facilities in Polk County for upgrades. (E.g., installation of Yakkertech tracking systems, new fences, new essential baseball facility needs, etc.) Such contributions shall be made to the facility owner directly, but RUSSMATT shall provide the County with proof of such contributions and upgrades.

2.5.1 Form and location of facility enhancements shall be mutually agreed upon between RUSSMATT and the County.

2.6 Insurance. RUSSMATT shall provide liability insurance for the County and all facilities in which the Events are held in the manner described in 3.1 below.

ARTICLE III **TERMS AND CONDITIONS**

The following terms and conditions apply to this Agreement.

3.1 Insurance. During the term of this Agreement, RUSSMATT shall maintain the following policies of insurance, with the noted minimum limits:

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000; combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Worker's Compensation: Statutory

Employer's Liability \$1,000,000

Waiver of subrogation in favor of Polk County is required for General Liability and Workers' Compensation coverages.

All insurance policies must be provided through insurance companies admitted in the State of Florida. All insurance policies must be issued by insurance companies that have an A.M. Best rating of at least the "A" category and size category of VIII or better. Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida
330 W Church St, Room 150
Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and the waiver of subrogation must include notations that these requirements apply. RUSSMATT must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy. RUSSMATT's Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the Company's indemnity stated in Section 3.2, below.

Upon execution of this Agreement and from time to time thereafter, RUSSMATT shall provide to the County original Certificates of Insurance satisfactory to the County to evidence that RUSSMATT possesses the required insurance coverage. The County shall be named as an additional named insured on all policies, listed as "Polk County, a political subdivision of the State of Florida."

3.2 Indemnity. To the fullest extent permitted by law, RUSSMATT shall release, defend, indemnify, keep, save, and hold harmless the County, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the County or third persons, and to all property, proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by RUSSMATT (or by any person acting for RUSSMATT or for whom RUSSMATT is or is alleged to be in any way responsible) of (i) its duties and obligations under this Agreement, and (ii) its duties and obligations associated with the Event, whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive breach of any duty or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of RUSSMATT, its agents, officials and employees or otherwise, except RUSSMATT shall not be required to indemnify and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. The provisions of this Section 3.2 shall include any claims for equitable relief or for damages (compensatory or punitive) against the County, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, disease, illness, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the County, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees, costs and expenses incurred by reason of the assertion of any such claim against the County, its agents, officials or employees. RUSSMATT expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by RUSSMATT shall in no way limit RUSSMATT's responsibility to release, indemnify, keep and save harmless and defend the County as herein provided. The intention of the parties is to apply and construe broadly in favor of the County the foregoing provisions subject to the limitations, if any, set forth in Florida Statutes. RUSSMATT shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring RUSSMATT's contractual obligations under this paragraph. The obligations imposed by this section shall continue upon the expiration and termination of this Agreement.

3.3 Default and Remedy. If RUSSMATT materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to RUSSMATT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then RUSSMATT shall have the right to (i) terminate this Agreement by delivering written notice to the County, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period RUSSMATT shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

3.8 Independent Contractor. During the term of this Agreement, RUSSMATT is and shall be an independent contractor. Nothing stated in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting RUSSMATT, its officers, employees, or agents, as an agent, representative, or employee of the County for any purpose or in any manner whatsoever.

3.9 Public Records Law.

3.9.1 RUSSMATT acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. RUSSMATT further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, RUSSMATT shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

3.9.2 Without in any manner limiting the generality of the foregoing, to the extent applicable, RUSSMATT acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- (a) Keep and maintain public records required by the County to perform the services required under this Agreement;
- (b) Upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if RUSSMATT does not transfer the records to the County; and
- (d) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of RUSSMATT or keep and maintain public records required by the County to perform the service. If RUSSMATT transfers all public records to the County upon completion of this Agreement, RUSSMATT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RUSSMATT keeps and maintains public records upon completion of this Agreement, RUSSMATT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

3.9.3 IF RUSSMATT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO RUSSMATT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

3.10 Public Entity Crimes. RUSSMATT acknowledges and confirms that if the conditions stated in Section 287.133 of the Florida Statutes relating to conviction for a public entity crime applies to RUSSMATT then this Agreement will terminate, be void and of no further effect without need of any action from the County.

3.11 Equal Opportunity Employment. RUSSMATT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.12 Unauthorized Aliens. RUSSMATT shall not employ or utilize unauthorized aliens in the performance of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for the County to unilaterally terminate this Agreement.

3.13 No Contingent Fee. RUSSMATT warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for RUSSMATT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for RUSSMATT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right at its sole discretion to terminate this Agreement without liability and to deduct from the Agreement price or to otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

3.14 Assignment. This Agreement and RUSSMATT's rights and obligations hereunder shall not be assigned or otherwise transferred, in whole or in part, without receipt of the County's prior written consent, which consent the County may withhold in its discretion.

3.15 Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties. The parties acknowledge that the parties have negotiated this Agreement at arm's length with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and this Agreement shall be terminated as provided herein.

3.16 Representations. RUSSMATT represents and warrants the following to the County:

- 3.16.1 RUSSMATT is a Florida limited liability company duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.
- 3.16.2 RUSSMATT's performance under this Agreement will not violate or breach any contract or agreement to which RUSSMATT is a party or is otherwise bound, or any governmental statute, ordinance, rule, or regulation.
- 3.16.3 RUSSMATT has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.
- 3.16.4 RUSSMATT now has and will continue to maintain all licenses and approvals required to conduct the Event, and that it will always conduct its Event-related activities in a reputable manner.
- 3.16.5 RUSSMATT has no obligation or indebtedness that would impair its ability to fulfill its Agreement obligations.
- 3.16.6 RUSSMATT's individual executing this Agreement on behalf of RUSSMATT is authorized to do so.

3.17 Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

3.18 Compliance with Laws and Regulations. In its performance under this Agreement, RUSSMATT shall abide by all applicable statutes, ordinances, rules, and regulations including those now in effect and those hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to RUSSMATT.

3.19 Annual Appropriations. RUSSMATT acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay RUSSMATT under this Agreement is contingent upon annual appropriations being made for that purpose.

3.20 Governing Law; Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

3.21 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the Agreement shall remain intact.

3.22 Term; Effective Date. The term of this Agreement shall commence on February 9, 2024 (the "Effective Date") and, unless sooner terminated as provided herein, shall continue thereafter through December 31, 2033; provided, however, that the parties shall have the option of extending this Agreement for one additional 10-year period upon their mutual consent, via written amendment to this Agreement.

3.23 No Construction against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

(Signatures appear on next page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

RUSSMATT LLC, a Florida limited liability company

By: 

Print Name: Rob Sitz

Title: President

Date: 3/1/24

ATTEST:
STACY M. BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
W. C. Braswell, Chair
Board of County Commissioners

Date: _____

Date: _____

Reviewed as to form and legal sufficiency:


County Attorney's Office