

179

# **CANCELLATIONS**

**January 26, 2015**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Ceredian-Time Keeping**

179

# **RENEWALS**

**JANUARY 26, 2015**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Dustin Copier-JP#4**

179

# **FULLY EXECUTED**

**January 26, 2015**

**(Previously Approved-fully signed copies provided to County Clerk)**

- 1. Forest Service Modification of Grant**
- 2. Indigent Defense Grant Award**



USDA Forest Service

OMH 0596-0217  
FS-1500-19

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-PA-11081308-002	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 2
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Vicki R. Taylor, National Forest & Grasslands in Texas 2500 Shreveport Hwy., Pineville, LA 71360	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Austin Sewell, Caddo-LBJ National Grasslands P.O. Box 507, Decatur, TX 76234	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Kyle Meeks, Wise County Inmate Community Service Program, 200 Rook Ramsey Drive, Decatur, TX 76234	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add \$8,500.00 FY 2015 Funds
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

**10. ATTACHED DOCUMENTATION (Check all that apply):**

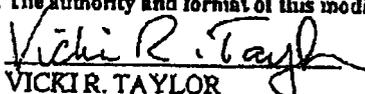
<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. WISE COUNTY SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 12/5/14	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED 1/9/15
11.E. NAME (type or print): <b>BILL MCEHANEBY</b>	J.D. Clark	11.F. NAME (type or print): <b>MARK E. VAN EVERY</b>	
11.G. TITLE (type or print): Wise County Judge		11.H. TITLE (type or print): Forest Supervisor	

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:  VICKI R. TAYLOR U.S. Forest Service Grants Management Specialist	12.B. DATE SIGNED 11/21/2014
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: **A**

USFS Agreement No.:  
Cooperator Agreement No.:

13-PA-11081308-002

Mod. No.: **2**

**Note: This Financial Plan may be used when:**  
**(1) No program income is expected and**  
**(2) The Cooperator is not giving cash to the FS and**  
**(3) There is no other Federal funding**

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$721.99	\$6,468.00	\$6,218.88	\$33,280.00	\$46,688.87
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$2,005.50	\$1,110.00	\$0.00	\$3,115.50
Supplies/Materials	\$0.00	\$26.50	\$3,300.00	\$0.00	\$3,326.50
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$721.99	\$8,500.00	\$10,628.88	\$33,280.00	\$53,130.87
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$721.99	\$8,500.00	\$10,628.88	\$33,280.00	\$53,130.87
<b>Total Project Value:</b>					\$53,130.87

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	17.36%
Total Cooperator Share (c+d) ÷ (e) = (g)	82.64%
Total (f+g) = (h)	100.00%

**WORKSHEET FOR**

**FS Non-Cash Contribution Cost Analysis, Column (a)**

<b>Salaries/Labor</b>					
<b>Standard Calculation</b>					
Job Description	Hours/Day	Cost/Day	# of Days	# of Weeks	Total
Rangeland Mgmt Spec	0.25	\$27.77	2.00	52	\$721.99
<b>Total Salaries/Labor</b>					<b>\$721.99</b>

<b>Travel</b>					
<b>Standard Calculation</b>					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
<b>Total Travel</b>					<b>\$0.00</b>

<b>Equipment</b>					
<b>Standard Calculation</b>					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
<b>Total Equipment</b>					<b>\$0.00</b>

<b>Supplies/Materials</b>					
<b>Standard Calculation</b>					
Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
<b>Total Supplies/Materials</b>					<b>\$0.00</b>

<b>Printing</b>					
<b>Standard Calculation</b>					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
<b>Total Printing</b>					<b>\$0.00</b>

<b>Other Expenses</b>					
<b>Standard Calculation</b>					
Item		# of Units	Cost/Unit		Total
					\$0.00
<b>Total Other</b>					<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$721.99</b>
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<b>Forest Service Overhead Costs</b>					
Current Overhead Rate	Subtotal Direct Costs				Total
	\$721.99				\$0.00
<b>Total FS Overhead Costs</b>					<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$721.99</b>
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**WORKSHEET FOR**

**FS Cash to the Cooperator Cost Analysis, Column (b)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

<b>Salaries/Labor</b>					
<b>Standard Calculation</b>					
Job Description	# of Hours	Cost/Hour	# of Days	# of Weeks	Total
Guard	7	\$11.00	2.00	42	\$6,468.00
<b>Total Salaries/Labor</b>					<b>\$6,468.00</b>

<b>Travel</b>					
<b>Standard Calculation</b>					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
<b>Total Travel</b>					<b>\$0.00</b>

<b>Equipment</b>					
<b>Standard Calculation</b>					
Piece of Equipment		Cost/Mile	# of Miles	# of Weeks	Total
County Trailer (mileage rate)		\$0.31	25.00	42	\$325.50
County Trailer (daily rate)		\$40.00	1.00	42	\$1,680.00
<b>Total Equipment</b>					<b>\$2,005.50</b>

<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item		Total
Radios/Lunches/Phones/Incidentals	1.00	\$26.50		\$26.50
<b>Total Supplies/Materials</b>				<b>\$26.50</b>

<b>Printing</b>				
<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
<b>Total Printing</b>				<b>\$0.00</b>

<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit		Total
				\$0.00
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$8,500.00</b>
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<b>Cooperator Indirect Costs</b>				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$8,500.00			\$0.00
<b>Total Coop. Indirect Costs</b>				<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$8,500.00</b>
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**WORKSHEET FOR**

**Cooperator Non-Cash Contribution Cost Analysis, Column (c)**

<b>Salaries/Labor</b>					
<b>Standard Calculation</b>					
Job Description	# of Hours	Cost/Hour	# of Days	# of Weeks	Total
Guard	8	\$5.68	2.00	42	\$3,816.96
(rate is based upon DOL is \$16.68 less FS reimbursement of \$11/hr)					\$0.00
Guard	8	\$16.68	2.00	9	\$2,401.92
<b>Total Salaries/Labor</b>					<b>\$6,218.88</b>

<b>Travel</b>					
<b>Standard Calculation</b>					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
<b>Total Travel</b>					<b>\$0.00</b>

<b>Equipment</b>					
<b>Standard Calculation</b>					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
County Trailer (mileage rate)		\$0.31	100.00	10	\$310.00
County Trailer (daily rate)		\$40.00	2.00	10	\$800.00
<b>Total Equipment</b>					<b>\$1,110.00</b>

<b>Supplies/Materials</b>					
<b>Standard Calculation</b>					
Supplies/Materials	# of Items	Cost/Item			Total
Radios/Lunches/Phones/Incidentals		\$3,300.00			\$3,300.00
<b>Total Supplies/Materials</b>					<b>\$3,300.00</b>

<b>Printing</b>					
<b>Standard Calculation</b>					
Paper Material	# of Units	Cost/Unit			Total
					\$0.00
<b>Total Printing</b>					<b>\$0.00</b>

<b>Other Expenses</b>					
<b>Standard Calculation</b>					
Item	Hours	# of Units	Cost/Unit		Total
					\$0.00
<b>Total Other</b>					<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$10,628.88</b>
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<b>Cooperator Indirect Costs</b>					
Current Overhead Rate	Subtotal Direct Costs				Total
	\$10,628.88				\$0.00
<b>Total Coop. Indirect Costs</b>					<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$10,628.88</b>
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**WORKSHEET FOR**

**Cooperator In-Kind Contribution Cost Analysis, Column (d)**

<b>Salaries/Labor</b>					
<b>Standard Calculation</b>					
Job Description	# of Inmates	Cost/Hour	# of Hours/Wk	# of Weeks	Total
Inmates in Program	4	\$10.00	16.00	52	\$33,280.00
<b>Total Salaries/Labor</b>					<b>\$33,280.00</b>

<b>Travel</b>				
<b>Standard Calculation</b>				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
<b>Total Travel</b>				<b>\$0.00</b>

<b>Equipment</b>				
<b>Standard Calculation</b>				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
<b>Total Equipment</b>				<b>\$0.00</b>

<b>Supplies/Materials</b>			
<b>Standard Calculation</b>			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
<b>Total Supplies/Materials</b>			<b>\$0.00</b>

<b>Printing</b>			
<b>Standard Calculation</b>			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
<b>Total Printing</b>			<b>\$0.00</b>

<b>Other Expenses</b>			
<b>Standard Calculation</b>			
Item	# of Units	Cost/Unit	Total
			\$0.00
<b>Total Other</b>			<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$33,280.00</b>
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<b>TOTAL COST</b>	<b>\$33,280.00</b>
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17g



Statement of Grant Award
FY15 Formula Grant

Date Issued: January 15, 2015
Grant Number: 221-15-249
Grantee Name: Wise County
Program Title: Formula Grant Program
Grant Period: 10/01/2014-9/30/2015
Estimated TOTAL Grant Award Amount: \$50,195

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation

- The sum of \$5000 plus;
A calculation applied to the funds budgeted for FY2015 formula grants by the Commission based:
50 percent on the County's percent of state population; and
50 percent on the County's percent of statewide FY2014 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
less the reimbursed costs of operating a regional program
The baseline requirements contained in Section E of the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY15 Formula Grant Program Request for Applications issued on September 3, 2014, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
Disbursement of funds is always subject to the availability of funds.
Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.



MorphoTrust USA  
 5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM  
 QUOTATION**

QUOTE ID: 8574  
 QUOTE DATE: 12/03/14  
 CUSTOMER ID: BD-30807  
 PRICE LIST: SL-LAWENF

BILL TO: WISE COUNTY AUDITOR  
 PO BOX 899

COVERAGE  
 START DATE: 01/01/15  
 END DATE: 09/30/15

DECATUR, TX 76234  
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
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EQUIPMENT LOCATION: WISE COUNTY COURT - 101 N TRINITY DECATUR, TX 76234  
 4100XT - M95 ANNUAL MAINTENANCE, 9/5  
 TPE-4100XT-ED

11540-63 1 \$1,199.25

TOTAL: \$1,199.25

PLEASE CHECK PREFERRED BILLING:  ANNUAL INVOICE OR  QUARTERLY INVOICE OR  MONTHLY INVOICE

NAME: DIANE HAUSER  
 TITLE: Maintenance Contract Admin  
 PHONE: (952) 979-8479  
 FAX: (952) 852-8747  
 EMAIL: DHauser@morphotrust.com

PO NUMBER: 11540  
 SIGNATURE BY: [Signature]  
 NAME(Print) / DATE: JD Clark  
 TITLE: County Judge  
 PHONE / FAX: 940-627-5744 County Auditor  
 EMAIL: auditor@co.wise.tx.us

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

**AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM**

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**MORPHOTRUST USA, LLC**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**  
*for use with*  
**U.S. End User Customers**  
*covering*  
**MorphoTrust® TouchPrint™ Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in MorphoTrust USA, LLC's ("MorphoTrust") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by MorphoTrust are those services selected by Customer from one or more of the following maintenance services programs:

**A. Included With All Remedial Maintenance Services.**  
*Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to MorphoTrust's technical support staff to resolve unique problems.
- MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust's property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping

expenses, duties, tariffs, taxes, and all other delivery related charges.

- MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An "Update" means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

**B. 24/7 Maintenance Services.** MorphoTrust's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. MorphoTrust shall use its best efforts to have a MorphoTrust's field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by

MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's field service engineer at Customer's facility within eight (8) working hours from the time

the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's Help Desk Maintenance Services are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) MorphoTrust trained System manager on the Customer's System support staff during the term of such Services period contained in the

applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust's periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust's shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have a MorphoTrust field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by MorphoTrust's Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust's then current rates and travel policies, respectively. Prior to dispatch of a MorphoTrust engineer, Customer shall provide MorphoTrust with a purchase order ("P.O."), complete MorphoTrust's P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration,

and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.

- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power

sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

**B. Availability of Additional Services.** At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

**C. Non-Registered System Components.** Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).

**D. Third Party Hardware and Software.** Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

#### **IV. SERVICE CALLS**

Customer may contact MorphoTrust's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

#### **V. TERM AND TERMINATION**

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the

parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

#### **VI. FEES FOR SERVICES**

**A. Fees.** The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

**B. Failure to Pay Fees.** If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

#### **VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY**

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY

CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR MORPHOTRUST'S SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

#### **VIII. LIMITED LICENSE TO UPDATES**

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust's end user license for the MorphoTrust's software delivered as part of the System shall govern Customer's use of the Updates.

#### **IX. MISCELLANEOUS**

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Texas, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.



**MorphoTrust USA**  
 5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181

**Customer Quotation**

QUOTE # : 12097-P8Z0Y8 - 1

DATE: 01/12/2015

EXPIRES: 04/13/2015

**Customer Information**

ATTN: WISE COUNTY COURT  
 CUST NAME: WISE COUNTY COURT

Phone:

Fax:

Email:

ADDR: 200 ROCK RAMSEY DR  
 CO COURT AT LAW  
 DECATUR, TX 76234  
 United States

**Billing Information**

ATTN: WISE COUNTY AUDITORS  
 OFFICE  
 CUST NAME: WISE COUNTY COURT

Phone:

Fax:

Email:

ADDR: P. O. Box 899  
 DECATUR, TX 76234  
 United States

**Shipping Information**

ATTN: Debbye Barnett  
 CUST NAME: WISE COUNTY COURT

Phone: (940) 627-5005

Fax:

Email: debbye.barnett@co.wise.tx.us

ADDR: 101 N TRINITY  
 DECATUR, TX 76234  
 United States

**Sales Rep:**

Name: Gary Newlin

Phone: 952-442-8701

Cell: 612-839-9639

Fax: 952-945-3304

Email: GNewlin@morphotrusted.com

PAY TERMS: Net 30

CUST TYPE:

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TP-LAT-CUSTOM	SL-LAWENF	EACH	1	\$1,020.00	\$1,020.00
Installation and Training: Custom Services: Installation and training services offered on a time and expenses basis. Quoted for customers whose livescan/field upgrade installation and training requirements necessitate custom quotation. Custom quotation includes on-site labor plus estimated travel and related expenses.					
TPE-WIN7-LAPTOP	SL-LAWENF	EACH	1	\$2,792.00	\$2,792.00
TPE-WIN7-LAPTOP - Upgrade live scan station to Windows 7 operating system; system must be TouchPrint Enterprise and under maintenance; no warranty is offered with the upgrade. Includes new laptop PC with TouchPrint Enterprise. Must be ordered with applicable jurisdiction customization and other software installed on previous Windows XP system.					
TPE-COMM-TXFTP	SL-LAWENF	EACH	1	\$0.00	\$0.00
Texas Touch Print Enterprise Encrypted SMTP E-Mail Communication Software, Texas Encrypted SMTP E-Mail Communication software with WSQ Integrating the Texas Crypto Encryption Software and Key from CBM Archives with Enterprise application.					
TPE-CSTX-TX	SL-LAWENF	EACH	1	\$0.00	\$0.00

TOUCH PRINT ENTERPRISE TEXAS DPS COURTS AND CRIMINAL CUSTOMIZATION, PROVIDES SUPPORT FOR TEXAS COURTS AND TEXAS BOOKING FACILITIES THAT ARE NOT DIRECTLY CONNECTED TO THE NATMS. SUPPORTED CAPTURE TYPES: COURT SYSTEM (FSD), ARREST (CAR), NON REPORTABLE (TFLU), APPLICANT, PRINTS: DPS CR43 (CRIMINAL HISTORY REPORTING FORM), DPS CR44 (ADULT ARREST DISPOSITION REPORT), DPS CR45 3: DPS CR45 (ADULT ARREST), CR43J (JUVENILE JUSTICE REPORTING FORM), CR44J (JUVENILE ARREST DISPOSITION), DPS45J (JUVENILE ARREST), TEXAS TDCJ JUDGMENT FORM, TRANSMITS: SUPPORTS SUBMISSION TO DPS USING SMTP WITH ENCRYPTED CAR (ARREST), TFLU (STANDARD SLAP AND ROLL LOOKUP), APPL (APPLICANT) IMPORTERS: GENERIC XML, CLOS QUERY (USING FTP ONLY), OFCS SERVER, 47FRT

SL-LAWENF EACH 1 \$25.00 \$25.00

FREIGHT CHARGE

	Subtotal	Selling Price	
Total for Extended Quantity System Configuration		\$3,837.00	\$3,837.00

Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

## **General Terms and Conditions:**

- 1) This Quotation is valid for 90 days from the date of Quotation.
- 2) Purchase Order must reference correct Quotation Number and Date of Quotation.
- 3) Unless otherwise agreed to in writing by MorphoTrust USA, all sales of MorphoTrust USA hardware products, and all licenses of MorphoTrust USA software, are subject to MorphoTrust USA's standard terms and conditions of sale and license.
- 4) Unless otherwise agreed to in writing by MorphoTrust USA, all products are subject to MorphoTrust USA's standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
- 5) Unless otherwise agreed to in writing by MorphoTrust USA., Products are sold FOB - MorphoTrust USA Factory, Bloomington, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
- 6) Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.
- 7) Subject to credit approval by MorphoTrust USA, all payments are due in full net thirty (30) days from date of invoice. In the event MorphoTrust USA does not approve such credit, other payment terms must be agreed upon by the parties.
- 8) Prices are exclusive of engineering or other labor service charges provided by MorphoTrust USA at the request of the purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by MorphoTrust USA outside of applicable warranty shall be paid for by the purchaser at MorphoTrust USA's then current time and materials charges.
- 9) MorphoTrust USA provided maintenance support following the warranty period is recommended by MorphoTrust USA. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of MorphoTrust USA Standard Maintenance Agreement.
- 10) Where applicable, in sole judgment of MorphoTrust USA, this Quotation is subject to existing contract pricing between MorphoTrust USA and the purchaser. Current contract number must be identified on the Purchase Order.
- 11) Any discount prices are for like quantities ordered on the same Purchase Order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact MorphoTrust USA for new quote with desired quantities.
- 12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
- 13) This Quotation is MorphoTrust USA proprietary.

17g

# Dustin Office Machines

January 12, 2015

Wise County Treasurer's Office

Effective when the new lease for Wise County Treasurer's Office has been signed. Dustin Office Machines will cancel the present lease on the Copystar 420i Copier, Serial Number Q4J0200134 and pick the machine up from Wise County Treasurer's Office when the new machine is installed.

If you need further information, please give me a call.

Sincerely,



Johnny Leftwich

*Since 1932*

105 East California St. | P.O. Box 1017 | Gainesville, TX 76241-1017  
940.665.5594 Ph | 940.665.5601 Fx | dustins@ntin.net



## **COPY MACHINE LEASE AND SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") (the "Lease") is made effective as of January 12, 2015, between Frank Dustin Office Supply, Inc., a Texas corporation (referred to in this Lease as "Lessor"), located at 105 East California, Gainesville, Cooke County, Texas 76240 and Wise County, Texas, a local governmental entity operating under the Constitution of the State of Texas, (referred to hereafter as "Lessee"), with Lessee's Financial Office being located at Wise County Auditor's Office, situated in Decatur, TX, with physical address being 207 North Church Street, Decatur, Texas and mailing address of P.O. Box 899, Decatur, Texas 76234. In consideration of the mutual promises contained in this Agreement, the contracting parties (collectively the "parties") (singular the "party") agree as follows:

### **ARTICLE 1**

#### **LEASE AND TERM**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the copy machine(s) (the "Copy Machine(s)"), referred to within this Agreement as the Copy Machine(s), being more particularly described and listed on the Schedule(s) and/or Exhibits attached hereto and made a part hereof. Lessee's execution of this Agreement and signatory of the associated attached Schedule or Schedules, by its authorized representative, shall constitute Lessee's authorization to Lessor to lease the Copy Machine(s). This Agreement shall become effective with respect to each Copy Machine(s) on the date that the copy machine is tendered by Lessor and unto the possession of Lessee. This Agreement shall continue for the term specified on the attached Schedule(s) unless terminated earlier by Lessee under those terms and conditions provided within ARTICLE 5; subsection 5.01 of this Agreement.

### **ARTICLE 2**

#### **COPY MACHINES**

##### **Substitution**

2.01. Lessor agrees to furnish to Lessee a substitute copy machine at no extra charge for any Copy Machine, that does not, in Lessee's sole opinion, function properly or which a technician is unable to effectively repair. The substitute Copy Machine will be as nearly as practicable the same size and appearance as the Copy Machine, except that no special painting, lettering, or other alterations need be made. The substitute Copy Machine will be furnished to Lessee in a timely manner and delivered to the place at which the Copy Machine

was disabled. Lessor's failure to furnish a substitute Copy Machine within a reasonable time, when obligated to do so, shall cause the charges applicable to the inoperable Copy Machine to abate until said Copy Machine is returned to Lessee's service or until a suitable substitute is tendered to Lessee's possession. A substitute Copy Machine shall be subject to all of the terms and conditions of this Agreement while in Lessee's service and possession.

### **Title to Copy Machines**

2.02. Title to all Copy Machine(s) leased under this Agreement, and any Agreement amendment and/or renewal terms agreed by the parties hereafter (if any), shall be and remain to Lessor, and Lessee shall acquire no right, title, equity, or other interest in the Copy Machine(s) under the terms and conditions of this Lease.

### **Registration**

2.03. All Copy Machine(s) leased under this Agreement, Agreement amendment or any sublease, shall at all times remain under the roistered ownership of Lessor.

## **ARTICLE 3**

### **PAYMENTS BY LESSEE**

#### **Rent**

3.01. Lessee agrees to pay Lessor for each Copy Machine(s) the Total Rental designated on the attached Schedule(s). Rental payments shall be made at Lessor's place of business or at any other place of business as Lessor or its assignee of the rent may direct, monthly, on the last day of the month.

#### **Licenses and Taxation**

3.02. All taxes and license charges levied on, or assessed against, Copy Machine(s) leases under this Agreement shall be borne by Lessor, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership, lease, or operation of the Copy Machine(s) during the term of the lease.

## **ARTICLE 4**

### **OPERATION AND MAINTENANCE**

#### **Lessee to Provide Maintenance**

4.01. Lessor agrees to provide the following at Lessor's old expense:

- (a) All toner or other products that are necessary and/or required for proper and efficient operation of the Copy Machine(s).
- (b) Service, maintenance and repairs, including all labor and parts that may be required to keep the Copy Machine(s) in good operating condition.
- (c) The Maintenance Agreement will include up to 10,000 copies monthly, \$.0125 per copy over 10,000 copies monthly.

## **ARTICLE 5**

### **TERMINATION**

5.01. Lessee may terminate this Lease before the expiration of the termination date of its term (being 11:59 p.m. January 11, 2016) or before expiration of the termination date of subsequent renewal terms (if any) (being 11:59 p.m. January 11 of each subsequent year's anniversary of the initial term's delivery date to Lessee of January 12, 2015), by giving Lessor at least sixty (60) days prior written notice.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **Parties Bound**

6.01. This Agreement shall be binding on, and inure to, the benefit of the contracting parties and their respective heirs, successors, legal representatives, and assigns, when permitted by this Agreement. Lessee must promptly notify Lessor in writing before any substantial changes in ownership or any material disposition of the assets of Lessee's business.

## **Notices**

6.02. All notices, consents, waivers, or other communication, except invoices, required under this Agreement shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when mailed to the parties at their respective addresses as set forth above or when mailed to the last address provided in writing to the other party by the addressee.

## **ARTICLE 7**

### **LEGAL CONSTRUCTION**

#### **Governing Law**

7.01. This Agreement is to be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are to be performed in Wise County, Texas.

#### **Entire Agreement**

7.02. This Agreement and the attached Schedule(s), incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties with respect to its subject matter. The terms and conditions of this Agreement shall prevail notwithstanding any variance in this Agreement from the terms and conditions of any other document relating to this transaction, whether prepared and submitted by Lessor or by Lessee.

#### **Effect of Partial Invalidity**

7.03. In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding and effective as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

#### **Headings**

7.04. The headings and subheadings of the various Articles and Paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the Article and Paragraph so designated.

**Effective Date**

7.05. This contract is executed on the date hereinbelow and within Schedule "A", attached hereto and made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of January 12, 2015 (the "Effective Date").

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

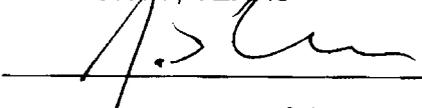
By 

Printed Name Soham L. Huchra

Date: 1-12-15

**LESSEE**

WISE COUNTY, TEXAS

By 

Printed Name JD Clark

Date: 1-26-15

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: \_\_\_\_\_  
Located in the office of Wise County Treasurer's Office  
COPY MACHINE LEASE DATED: JANUARY 12  
Year: 2015

Make: Copystar CS5501i Copier with Fax and Large Paper Deck

Serial Number: \_\_\_\_\_

Monthly Rental Fee: Machine \$264.00 + Fax \$27.00 + Large Paper Deck \$27.00  
= \$318.00

Delivery Date: January 2015

**Lease Term:** The initial term of this Lease will commence with an Effective Date of January 12, 2015 and terminate 11:59 p.m., January 11, 2016. Unless terminated early by Lessee as provided under ARTICLE 5; subsection 5.01 herein, a subsequent twelve (12) month renewal term will immediately commence on January 12, 2016. This Agreement may then renew annually for four (4) consecutive additional twelve (12) month periods if mutually agreed by both parties thirty (30) days prior to the Effective Date of each renewal term (if any). In any event, Lessee has the option to terminate this Lease or subsequent renewal lease terms (if any) under the terms and conditions provided under said ARTICLE 5; 5.01 of this Lease Agreement.

This Schedule is agreed to as being effective on January 12, 2015 (the "Effective Date"), and is attached to, and incorporated as, an integral part of that certain COPY MACHINE LEASE AND SERVICE AGREEMENT between the parties dated January 12, 2015.

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

By [Signature]  
Printed Name Johnny Letourneau

**LESSEE**

WISE COUNTY, TEXAS

By [Signature]  
Printed Name JD Clark

**AMENDMENT TO CONSULTING AGREEMENT  
BYAND BETWEEN PRINCE COMPUTING CORPORATION AND WISE COUNTY,  
TEXAS**

This AMENDMENT ("Amendment") is entered into the latter of the two dates below, by and between Wise County, Texas, a governmental entity ("WCT") and Prince Computing Corporation (PCC), with reference to the following:

WHEREAS, WCT and PCC have previously entered into a services agreement to provide an independent review and assessment of the County Information Technology Portfolio to identify efficiency, risks, and weaknesses dated July 28th, 2014 ("Agreement")

WHEREAS, WCT and PCC have completed discussions concerning the Agreement, and mutually desire to modify the Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the PCC and WCT mutually agree to the following amendment of the Agreement:

3. Rates and Fees. In that section, the capped amount of thirty-five thousand dollars (\$35,000.00) will be removed from the document and changed to a capped amount of forty-five thousand dollars (45,000.00).

**All other provisions of the Agreement shall remain in effect and in full force.**

IN WITNESS WHEREOF, WCT and PCC have caused this Amendment to be signed by the duly authorized officers or representatives of each Party on the later date set forth below.

PRINCE COMPUTING CORPORATION

Prince K. Aumayun  
Signature

PRINCE K AUMAYUN  
Print Name

PRESIDENT  
Title

01-23-2015  
Date

WISE COUNTY, TEXAS

J.D. Clark  
Signature

J D Clark  
Print Name

County Judge  
Title

1-26-15  
Date