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NCTTRAC

NORTH CENTRAL TEXAS
TRAUMA REGIONAL ADVISORY COUNCIL

NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL
REGIONAL PROGRAMS PARTICIPATION AGREEMENT

THIS AGREEMENT is made this 25th day of March, 2016 ("Effective Date"), by and among North Central Texas Trauma Regional Advisory Council., a 501(c) (3) Corporation organized under the laws of the State of Texas (hereinafter known as "NCTTRAC") and Wise County Emergency Medical Services, a County Government operated EMS agency, organized under the laws of the State of Texas (hereinafter known as "AGENCY"). NCTTRAC and AGENCY shall each be known as a Party and collectively be known herein as "the Parties."

WHEREAS, NCTTRAC is a Texas Regional Advisory Council whose activities are generally described as: an organized group of healthcare entities and other concerned citizens who have an interest in improving and organizing trauma care within a specified Trauma Service Area (TSA);

WHEREAS, AGENCY provides healthcare services to patients and its activities are generally described as Emergency Ambulance Service;

WHEREAS, the Parties wish to enter into a relationship;

WHEREAS, the nature of the contractual relationship between NCTTRAC and AGENCY may involve the exchange of Protected Health Information ("PHI") and Sensitive Personal Information ("SPI") as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH "), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including Breach Notification rule and Security rule; and Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (altogether, "MRPA").

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Participation, Requirements, and Use

1. Participation.
   A. AGENCY is entering into this Agreement and Exhibit A (End Users List) with NCTTRAC for the collection, storage, aggregation for reporting purposes, disclosure as herein described, and use of certain patient data (hereafter "Program Data") as part of NCTTRAC's regional registry programs ("Program(s)"). All or portions of the patient data are PHI and/or SPI under HIPAA. In order to support AGENCY's health care operations, AGENCY has elected to request access, and NCTTRAC hereby grants a license to AGENCY for access, to the NCTTRAC regional registry, patient tracking and related services offered by NCTTRAC ("NCTTRAC Programs"). As a participant in the NCTTRAC Programs, AGENCY agrees to adhere to the terms of this Agreement including terms related to use of the Programs.

2. Requirements. AGENCY agrees to comply with the requirements for the NCTTRAC Programs as published by NCTTRAC from time to time, so long as they are not inconsistent with this Agreement or local, state or federal law, and prominently display the appropriate proprietary and confidentiality notices in all copies of reports and analyses produced using data maintained in the regional registry Program.

3. Confidentiality, Integrity and Availability of Program Data. Program Data includes PHI and/or SPI of the members of the regional registry. Program Data will be made available to AGENCY subject to each of the following requirements:

a. Except as otherwise provided herein, NCTTRAC will only collect data from and provide data to AGENCY and other hospitals, health care organizations, and EMS agencies that agree to exchange data in NCTTRAC Programs on terms substantially similar to this Agreement and in accordance with the terms of this Agreement and applicable law. In all instances involving potential use of any PHI and/or SPI, the Parties shall strictly comply with HIPAA, HITECH, state law and, to the extent applicable, ensure that the minimum necessary rules under each are followed.

b. AGENCY is permitted to use Program Data and reports consisting of aggregated data of participating organizations strictly for the purposes of healthcare operations for all members of the regional registry; provided, however, AGENCY is permitted to use AGENCY's own data without regard to such restriction.

c. AGENCY and NCTTRAC agree to establish and follow applicable procedures to protect the confidentiality of the Program Data.

d. Except as provided below, neither Party shall release nor disclose Program Data to any third party that is not a participating agency with NCTRAC; provided, however, AGENCY may release or disclose AGENCY's own data without regard to such restriction. NCTTRAC shall be permitted to share Program Data with the State of Texas and local healthcare and governmental entities as may be required by state law for purposes of responding to state or regional emergency events and with other regional registries as may be agreed upon by NCTTRAC and its members. AGENCY and NCTTRAC shall not use or further disclose any Program Data except as permitted by this Agreement or as otherwise required by applicable law.

e. Each Party shall educate its employees and authorized representatives who have access to Program Data on the obligation to maintain the confidentiality of the Program Data and agree to ensure that any employee or authorized representative, including subcontractors, having such access will adhere to the same restrictions and conditions that apply to the Parties with respect to the Program Data until such data is destroyed. This provision extends beyond the life of this Agreement.

f. Agency and NCTTRAC shall use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of the Program Data other than as provided by this Agreement and shall mark or otherwise designate the Program Data as confidential in AGENCY's and NCTTRAC's policies and procedures related to the access, use, and disclosure of confidential data and information and all contracts or other agreements related to the AGENCY's and NCTTRAC's use or disclosure of the Program Data.

g. Agency and NCTTRAC shall report to the other Party any Electronic PHI Security Incidents, use or disclosure of the Program Data not permitted by this Agreement of which AGENCY or NCTTRAC becomes aware. NCTTRAC will cooperate with AGENCY to determine whether a breach of PHI or SPI has occurred. If a breach has been determined, AGENCY will follow applicable breach notification requirements under federal and state law and as provided by the Business Associate Agreement between the Parties.

h. AGENCY and NCTTRAC will not nor permit others to copy, sell, rent, license, lease, loan, or otherwise grant access to the Program Data to any third party except as provided herein; provided, however, AGENCY may grant access to AGENCY's own data without regard to such restriction.

i. AGENCY will make no statement nor give permission to others to make statements indicating or suggesting that interpretations drawn from the data are those of NCTTRAC, or any other hospital or health care organization participating in NCTTRAC's Programs, or that make any inferences whatsoever.

j. NCTTRAC may use PHI and SPI received from any participating organization only for

Program purposes as set forth in this Agreement and strictly in compliance with the Business Associate Agreement between the Parties.

k. NCTTRAC is authorized to de-identify PHI and SPI contained within the Program Data as it deems necessary and appropriate. NCTTRAC will make de-identified data available for participants as appropriate and abiding by HIPAA and HITECH regulations for Protected Health Information (PHI) and Sensitive Personal Information (SPI) promulgated thereunder and applicable Texas law, including, where appropriate, combining de-identified data from multiple agencies.

4. Organization's Request for Specific Disclosure of Program Data. In the event that Agency desires to use or disclose the Program Data or any portion thereof (other than Agency's own data) in a manner not expressly permitted under this Agreement, or otherwise to any unauthorized third party, Agency may submit to NCTTRAC a written request detailing the nature of the disclosure or use, the dates/times and scope of the disclosure or use, the names of the persons to whom such data will be disclosed, and such other information as may be pertinent to such request. Agency acknowledges that NCTTRAC shall have the right, in its sole discretion, to accept or reject any written request and to deny or authorize different levels of data use or disclosure based on a specific written request from Agency. Such determination shall be binding upon Agency and NCTTRAC. Any such written request received by NCTTRAC shall be administered by the Executive Director and/or the Privacy Officer in accordance with applicable NCTTRAC procedure. In the event NCTTRAC or any other hospitals, health care organizations, or EMS agencies participating in the NCTTRAC Programs desires to use or disclose Agency's data or any portion thereof in a manner not specifically authorized by Agency under this Agreement to any third party, NCTTRAC may submit to Agency a written request detailing the nature of the disclosure or use, the dates/time and scope of the disclosure or use, the names of the persons to whom Agency's data will be disclosed and such other information as may be pertinent to such request. NCTTRAC acknowledges that Agency shall have the right, in its sole discretion, to accept or reject any written request and to deny or authorize different levels of use or disclosure of Agency's data based on specific written request from NCTTRAC and such determination shall be binding upon NCTTRAC.

5. Access To Program Data.

a. AGENCY administrative access is restricted to such persons (each an "Account Manager" or "End User") designated by AGENCY and authorized by NCTTRAC on Exhibit A to this Agreement.

b. Upon execution of this Agreement and appropriate NCTTRAC training, NCTTRAC will assign each Account Manager a unique User Name and Password for access to and use of the Program Data. The password may not be shared. AGENCY agrees that password confidentiality will be maintained by its Account Manager.

c. Any change in AGENCY's Account Manager must be reported to NCTTRAC.

1) AGENCY is responsible for managing its END USERS and insuring that they strictly comply with the terms of this Agreement, the Business Associate Agreement between the Parties as well as applicable federal and state laws regarding the use and sharing of PHI and SPI.

2) AGENCY is responsible for managing END USERS access to Program Data and where necessary, disabling AGENCY's End Users access by notifying NCTTRAC. AGENCY will not create generic users unless it receives written approval to do so from the NCTTRAC Privacy Officer.

3) AGENCY shall be responsible for attesting to the security and confidentiality of usernames and passwords for End Users and shall adopt reasonable standards to verify user identities.

4) AGENCY acknowledges that it will be fully responsible, with respect to AGENCY's PHI

and SPI, for all liabilities incurred through use of any username and password (whether lawful or unlawful) and that any actions completed thereunder will be deemed to have been lawfully completed by AGENCY, except to the extent that such liabilities arise after AGENCY has notified NCTTRAC to disable an Account Manager or End User's access.

5) AGENCY and NCTTRAC will use its best efforts to implement and deploy security features, procedures and technologies that will, in such Party's reasonable judgment, provide sufficient protection to data from unauthorized use, dissemination, or access.
6) To obtain access to NCTTRAC Programs, including the regional registry, AGENCY must complete and return to NCTTRAC this executed Agreement and the executed Business Associate Agreement.
7) NCTTRAC may in its sole discretion disable one or more of AGENCY's END USERS if it determines that such person is accessing the Program Data in a manner not allowed by this Agreement or standards/policies adopted by NCTTRAC or such person's use of the NCTTRAC Programs may result in an unauthorized disclosure of PHI or SPI.

6. Warranties/Indemnification.

a. Authority. Each Party represents and warrants that it has the power and authority to grant, make, execute, deliver, and perform this Agreement and its rights and obligations hereunder, and that the execution of this Agreement will not violate or constitute a breach of any of its contractual obligations with any third party.
b. Program Data Accuracy. NCTTRAC will use commercially reasonable efforts to ensure that the data input and maintenance of the Programs is not corrupted.
c. Quality of Service. NCTTRAC warrants that all services performed by NCTTRAC will be of professional quality conforming to generally accepted computer industry practices.
d. Indemnification. NCTTRAC warrants that all PHI and SPI received from AGENCY shall remain protected in accordance with all applicable federal and state laws and regulations. In the event of a breach of any PHI and/or SPI that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services in guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web site, NCTTRAC will indemnify the AGENCY for all reasonable costs associated with the breach including the cost of notifying patients, any credit monitoring offered to patients whose information may have been compromised, and any litigation costs to defend and/or settle claims associated with the breach.

7. Ownership of Data and Programs. As between NCTTRAC and AGENCY, AGENCY shall retain ownership of all intellectual property rights in and to AGENCY's data subject to the rights therein granted to NCTTRAC in this Agreement, and NCTTRAC shall retain ownership of all intellectual property rights in and to the NCTTRAC Programs and any other software, technology, and equipment made available to AGENCY and/or created, developed or used in the performance of services by NCTTRAC under this Agreement subject to the limited rights granted under this Agreement. Neither Party shall take any action in contravention of the other Party's ownership rights. Except as expressly provided in this Agreement, neither Party shall, nor shall it permit or allow others to, reproduce, copy, market, sell, distribute, transfer, translate, modify, adapt, dissemble, decompile, or reverse engineer the NCTTRAC Programs, or any such software, technology, or equipment of NCTTRAC or obtain possession of any source code or other non-public technical materials relating thereto. There are no implied licenses under this Agreement, and any rights not expressly granted hereunder are reserved. Neither Party shall exceed the scope of the express rights granted hereunder.

B. NCTTRAC and AGENCY Responsibilities and Assurances.

1. Notice of Security Incident or Breach. If NCTTRAC becomes aware of any security incident; breach of PHI or SPI; unauthorized use or disclosure of PHI or SPI; or similar event, NCTTRAC will notify AGENCY as soon as possible, but in any event within ten (10) business days of such awareness and will cooperate with all such AGENCY's reasonable request for information and assistance in remedying the event as well as the effects of the event.

2. Breach Notification. If AGENCY's data held by NCTTRAC is breached and (i) such breach is the result of negligence on the part of NCTTRAC and (ii) a breach notification is required under state or federal law, NCTTRAC accepts responsibility for all reasonable costs associated with such breach, including, but not limited to the cost of investigating, providing all legally required notices and the costs of remedying the effects of the breach on all patients that may be affected by the breach. For purposes of this Agreement, the term "breach" means any unauthorized, acquisition, access, use, or disclosure of PHI and /or SPI.

3. Subcontractors. If NCTTRAC uses any agent or subcontractor, NCTRAC will verify that the agent or subcontractor is eligible to perform the services and will enter into a Business Associate Agreement with such agent or subcontractor that holds agent or subcontractor to the same restrictions that apply to NCTTRAC.

4. Compliance with AGENCY Policy and Procedures. NCTTRAC will only use or disclose PHI and SPI in accordance with AGENCY's HIPAA Policy and Procedures and its related Notice of Privacy Practices, copies of which AGENCY agrees to furnish NCTTRAC upon execution of this Agreement.

5. Compliance with Federal and State Laws. NCTTRAC will not use or disclose any PHI or SPI in any manner that would violate any applicable federal or state law or regulation if done by AGENCY.

6. Maintain Log of all Uses and Disclosures. NCTTRAC shall provide AGENCY a complete log of all uses and disclosures of PHI and SPI held by NCTTRAC, as requested. If NCTTRAC makes disclosures of PHI or SPI , NCTTRAC shall document the disclosures and information related to such disclosures as would be required for AGENCY to respond to a request by an Individual for an accounting of disclosures of PHI or SPI in accordance with 45 CFR 164.528. NCTTRAC shall provide to AGENCY, within a timeframe mutually agreed to by AGENCY and NCTTRAC, information collected in accordance with this Section, to permit AGENCY to respond to a request by an Individual for an accounting of disclosures of PHI or SPI. If any Individual requests access to the foregoing information directly from NCTTRAC, NCTTRAC shall forward such request to AGENCY so that AGENCY can comply with the request.

7. Internal Books and Records. NCTTRAC agrees to make NCTTRAC's internal practices, books, and records relating to the use and disclosure of PHI and SPI available upon request.

8. Records Available to HHS. NCTTRAC will make its information relating to uses and disclosures available to the Secretary of HHS as required by law.

9. Disposition of Program Data by NCTTRAC. After thirty (30) days written notice from NCTTRAC to AGENCY, NCTTRAC may, in its sole discretion, delete, destroy or return to AGENCY all or any portion of Program Data furnished by AGENCY to NCTTRAC under one or more of the NCTTRAC Programs. In such event, NCTTRAC shall comply strictly with federal and state laws regarding disposition of PHI and SPI.

10. AGENCY Data Not Requested. AGENCY agrees to refrain from sending to NCTTRAC data not specifically requested by NCTTRAC for use within its Programs. If NCTTRAC receives AGENCY

data not requested by NCTTRAC, NCTTRAC shall have the authority after reasonable notice to AGENCY to return, destroy or delete such data.

11. Patient Consents. AGENCY represents and warrants to NCTTRAC that AGENCY has properly secured written patient consents from all of AGENCY's patients for the healthcare data that is shared with NCTTRAC by AGENCY.

12. NCTTRAC Policies and Procedures. AGENCY agrees to strictly comply with all written procedures and policies adopted by NCTTRAC from time to time with respect to the use of its Programs and the processing, sharing and disclosure of aggregated PHI and SPI.

C. Term and Termination.

1. Term of Agreement. The Term of this Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the termination provisions in this Section.

2. Termination for Cause. Upon a Party's knowledge of a material breach by the other Party, the Party shall either:

    a. Provide an opportunity for the breaching Party to cure the breach or end the violation, and terminate this Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party; or
    b. Immediately terminate this Agreement if the breaching Party has breached a material term of this Agreement and cure is not possible.

13. Termination without Cause. Either Party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.

14. Return of Program Data. Upon termination all data submitted by AGENCY during the term of this Agreement shall be either promptly returned to AGENCY or destroyed and NCTTRAC shall not retain any copies of data.

15. AGENCY's Right of Termination. If for any reason, AGENCY becomes aware of any violation of this Agreement, including, but not limited to, NCTTRAC's responsibilities under this Agreement and such violation is not cured after reasonable notice and opportunity to cure, AGENCY may terminate this Agreement.

D. Miscellaneous.

1. State Law. If state law applicable to the relationship between AGENCY and NCTTRAC contains additional or more stringent requirements than federal law regarding any aspect of PHI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.

2. Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.

3. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health

Act of 2009, and other changes as may be required by federal or state law.

4. Notice to NCTTRAC. Any notice required under this Agreement to be given NCTTRAC shall be made in writing to:

North Central Texas Trauma Regional Advisory Council
Attn: Executive Director
600 Six Flags Dr., Suite 160
Arlington, Texas 76011

With copy to:

William P. Remington
The Remington Law Group, Pllc
1717 McKinney, Suite 700
Dallas, Texas 75202

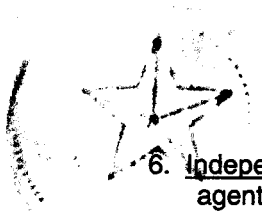
5. Notice to AGENCY. Any notice required under this Agreement to be given AGENCY shall be made in writing to:

Wise County EMS

1101 W. Rose Ave.

Decatur, Texas 76234

Attn: Administrator



6. Independent Contractor. NCTTRAC's status shall be that of an independent contractor and not an agent, servant, employee, or representative of AGENCY in the performance of the services under this Agreement. NCTTRAC shall exercise independent judgment in performing services under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of NCTTRAC in the performance of this Agreement shall be construed as making NCTTRAC the agent, servant or employee of AGENCY, or making NCTTRAC or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which AGENCY provides its employees.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.

8. Assignment. Neither Party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other Party.

9. Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

NCTTRAC

North Central Texas Trauma Regional Advisory Council

_____
Signature

_____
Printed Name

_____

_____
Date

AGENCY

_____
Signature

J D CLARK
Printed Name

Wise County Judge

03-29-16
Date

APPROVED AS TO FORM:

BY: Sherry Lemon
Sherry Lemon
Ex-Officio Clerk of Commissioners Court
County Clerk, Wise County

EXHIBIT A

END USERS LIST

Complete the information on Agency personnel who are to have access to the online NCTTRAC Regional Registry. Copy and attach additional User List as needed.

Wise County EMS
1101 W. Rose Ave.
Decatur, Texas 76234
System Role: **Account Manager**
Charles Dillard
EMS Administrator
crdillard@ems.co.wise.tx.us
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
(940) 627-2002 Ext. 222
Cell (940)393-9789
Account Manager Signature:_____

System Role: **User**
Randall Preuninger
Paramedic/Shift Supervisor
rpreuninger@ems.co.wise.tx.us
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
(940) 393-7920
User Signature:_____

System Role: **User**
Brandon Daugherty
Paramedic/Shift Supervisor
bdaugherty@ems.co.wise.tx.us
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
(940) 393-7920
User Signature:_____

Agency/Institution: Wise County EMS

System Role: **User**
Kirstie Caruthers
Paramedic/Shift Supervisor
kcaruthers@ems.co.wise.tx.us
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
(940)393-7920
User Signature: Kristie Caruthers

System Role: **User**
Name:
Credentials:
Position:
E-mail address:
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
Direct Phone line or extension:
User Signature:

System Role: **User**
Name:
Credentials:
Position:
E-mail address:
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
Direct Phone line or extension:
User Signature:

System Role: **User**
Name:
Credentials:
Position:
E-mail address:
[Mandatory – ALL personnel must have a unique NON-SHARED e-mail address]
Direct Phone line or extension:
User Signature:

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Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany, NJ 07054
USA

Tel. +1 201 848 8552
Fax. +1 201 848 9982
Tax ID#: 22-3770059

cellebrite
delivering mobile expertise

Invoice

Quote #:
CB-23613
Quote Date:
Feb 18, 2016

Bill To: Wise County Sheriff's office
P.O. Box 899
Decatur, Texas, 76234
United States
Contact: Luke Campbell
Phone #: +1 940-627-5971

Ship To: Wise County Sheriff's office
200 Rook Ramsey Dr.
Decatur, TX, 76234
United States
Contact: Luke Campbell
Phone #:

Customer ID	Customer PO	Good Thru	Payment Terms	Sales Rep
SF-00053818	FY16-509-111	Mar 09, 2016	Net 30	John Bigler

1	A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Apr 14, 2016 To: Apr 13, 2017 SN: 5907173 1470038833	$3,098.99

Subtotal:	$3,098.99
Shipping & Handling:	$ 0
Sales Tax (0.0%*):	$0
Total:	**$3,098.99**

Comments:

***SALES TAX DISCLAIMER:** Cellebrite, Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:
- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: http://lang.cellebrite.com/us/tc).

CELLEBRITE TERMS AND CONDITIONS OF SALE AND SERVICE

1. Order of Precedence. The Cellebrite Terms and Conditions of Sale and Service ("Terms") will be the only terms and conditions that apply to any (i) proposal or quote ("Quote"); (ii) service or purchase order (collectively, "Purchase Order"); or (iii) acceptance or invoice document, between you ("Buyer") and Cellebrite Inc. ("Cellebrite") with respect to purchase of Products or provision of mobile device related services ("Services") by Cellebrite. Cellebrite's acceptance of a Purchase Order is conditioned upon Buyer's acceptance of these Terms and any Purchase Order submitted by Buyer shall be deemed to incorporate and be subject solely to the Terms.

2. Orders. Buyer shall submit Buyer's Purchase Orders for any Products, Software, Services or Software Support to Cellebrite as a written Purchase Order subject solely to the Terms, stating (i) for orders of Products or Software, the quantities and descriptions of products ("Products") or Software required, applicable purchase prices, license fees and License Term, and requested delivery dates and billing/shipping instructions; (ii) for orders of Services, the specifics of the requested Services, the applicable fees for such Services, requested performance and delivery dates and billing/shipping instructions; and (iii) for orders of Software Support, the quantities and type of Software being renewed, the applicable fees for such Software Support and the requested end date for such Software Support. Cellebrite will accept or reject (at Cellebrite's sole discretion) Buyer's Purchase Order at Cellebrite's offices in Parsippany, New Jersey. Buyer may reschedule delivery of Products one time at least thirty (30) days before the applicable delivery date. If Buyer makes any changes less than thirty (30) days before the applicable delivery date or any additional rescheduled delivery of Products, Buyer shall pay the full amount under the applicable Purchase Order. Except as set forth in the previous two sentences, Buyer may not cancel an accepted Purchase Order.

3. Product Delivery and Acceptance. Shipment of Products will be FCA Cellebrite's location (Incoterms 2010) in New Jersey. Unless specified in the Purchase Order, shipment will be made in a manner reasonably determined by Cellebrite. Shipments are deemed accepted upon delivery.

4. Service Provision. Cellebrite will perform the Services specified in an accepted Purchase Order at a site specified in the accepted Purchase Order ("Site") or at Cellebrite's location. Buyer agrees to cooperate with Cellebrite and provide access to the Site and support necessary for Cellebrite to perform Services hereunder. Cellebrite shall use commercially reasonable efforts to perform the Services in the time frame specified in an accepted Purchase Order, although Buyer agrees that the time frames are estimates only and Cellebrite shall not be liable for failure to perform the Services on such dates. For any Services performed at a Site, Buyer shall use best efforts to coordinate schedules with Cellebrite to ensure access to the Site for Cellebrite. Cellebrite may make any change in the specifications of any Service that do not materially adversely impact the performance of such Services at any time.

5. Pricing. Unless otherwise stated in writing by Cellebrite, all prices quoted are in U.S. dollars, Quotes expire thirty (30) days after the quotation date, and prices are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Buyer and Cellebrite (except for taxes on the net income of Cellebrite), in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, Buyer will pay such amounts unless Buyer has provided Cellebrite with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated in writing by Cellebrite, Cellebrite may increase its prices for Products, Software or Services at any time.

6. Terms of Payment. Payment is due prior to shipping of Products, delivery of Software, performance of Services or commencement of Software Support; provided that if Cellebrite has approved credit terms for Buyer's purchase, Buyer shall pay the invoiced amount within thirty (30) days after the date of Cellebrite's invoice, to be issued after shipping, delivery performance or commencement. Buyer shall make payment of all amounts due to Cellebrite's advised bank account by wire transfer of immediately available funds, unless otherwise specified by Cellebrite. Cellebrite may assess an interest charge of up to one and one-half percent (1-1/2%) per month on all amounts which are not timely paid (but not to exceed the maximum lawful rate), accruing daily and compounding monthly from the date such amounts were due. If Buyer delays shipments of Products or otherwise attempts to modify an accepted Purchase Order other than as authorized herein, Cellebrite may invoice Buyer when Cellebrite is prepared to ship, provide Services or provide Software Support. Cellebrite may invoice Buyer immediately upon cancellation of or change to any Purchase Order in accordance with Section 2. Buyer shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Buyer shall not be permitted to setoff any deductions against any amounts due to Cellebrite.

7. PMSI. Buyer hereby grants to Cellebrite a purchase money security interest in any Product or Software to secure the purchase or license price of such Product or Software until the purchase or license price is paid in full. Buyer shall execute and deliver any documents requested by Cellebrite to perfect and maintain such security interest.

8. Intellectual Property; Suggestions; Changes. Notwithstanding anything to the contrary, software furnished hereunder ("Software") is licensed and not sold. Title to Software and documentation related to Software ("Documentation") shall remain solely with Cellebrite. Software provided under these Terms will be subject to an end user license agreement ("EULA"), which takes precedence over these Terms in the event of any conflict between these Terms and the EULA. For the purposes of the EULA and these Terms, the "License Term" is the license term specified in an accepted Purchase Order. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Buyer or on behalf of Cellebrite arising out of these Terms shall be with Cellebrite. Any suggestions, improvements or other feedback provided by Buyer to Cellebrite regarding any Products, Software or Services shall be the exclusive property or Cellebrite. Buyer hereby assigns any intellectual property rights to Cellebrite in accordance with this Section 8. Unless otherwise stated in writing by Cellebrite, Cellebrite may change any Products, Software or Services at any time.

9. Warranty. Cellebrite's attached standard warranty shall apply to the sale of Products, license of any Software or provision of any Services under these Terms.

10. Software Support. Unless otherwise set forth in the applicable Purchase Order, for the first thirty six (36) months following the purchase of a Product, Cellebrite shall supply software updates ("Software Support") at Cellebrite's then-current price for Software Support or the price agreed to under an applicable Purchase Order,

if any. Following such period, Buyer may use a Purchase Order to purchase additional Software Support; provided that if Buyer discontinues Software Support and later elects to purchase Software Support, Buyer must also pay for the period during which Buyer discontinued Software Support. During the Software Support period, Cellebrite shall supply certain software updates to Buyer in accordance with Cellebrite's standard practices, although Cellebrite may, at its option, cease providing Software Support for any Product, in which case Cellebrite will allow the transfer of remaining Software Support for such Product to a new Product or refund Buyer's fees for Software Support on a pro rata basis, excluding the first year of Software Support for each Product. Cellebrite may invoice Buyer for Software Support on each anniversary of the purchase of a license to Software for such Software Support. Software Support does not cover any hardware defects.

11. Confidentiality. Each party agrees to keep the other party's confidential information confidential, with such care as it uses for its own confidential information, but at least reasonable care, and to only use the other party's confidential information for the purposes of these Terms. These Terms are Cellebrite's confidential information.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, EXEMPLARY CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE USE OF ANY PRODUCTS OR SOFTWARE, OR THE RESULTS OF ANY SERVICES, BY ANYONE OTHER THAN BUYER. CELLEBRITE'S ENTIRE LIABILITY TO BUYER FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO CELLEBRITE DURING THE TWELVE (12) MONTHS THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 12 SHALL NOT APPLY TO (I) BUYER'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BUYER'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) BUYER'S INDEMNITY OBLIGATIONS.

13. Buyer Indemnity. Removed by agreement.

14. Compliance with Laws. Buyer represents, warrants and covenants to Cellebrite that Buyer shall only use any Products or Software, or any Services or results of Services, in compliance with all applicable federal, state or local laws or regulations, or the applicable foreign equivalents, and in a manner that does not violate the rights of any third party.

15. U.S. Government End Users. The Software was developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

16. Export. Buyer shall comply with all applicable export control and economic sanctions programs, and shall not export any Products, Software, any technical data in relation thereto or any portion thereof, directly or indirectly, to any destinations prohibited by the government of the United States of America or to any Specially Designated Nationals or other denied or blocked parties of the United States Government. In this context, "technical data" has the meaning defined by applicable export regulations in the United States of America.

17. General. Buyer shall not assign its rights and obligations hereunder without the prior written consent of Cellebrite, whether by acquisition, merger, sale of all or substantially all of Buyer's assets relating to these Terms or otherwise. Any other purported assignment shall be null and void. No course of dealing or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of such term, right or condition. Any waiver of these Terms must be in writing and signed by the party charged. Neither party shall be held responsible for any delay or failure in performance of any part of these Terms (other than payment obligations) to the extent such delay or failure is caused by events beyond its reasonable control. These Terms shall be governed by the laws of the State of Texas, excluding its choice of law rules that would result in the application of the law of any other jurisdiction and excluding the United Nations Convention for the International Sale of Goods. Buyer gives Cellebrite the right to list Buyer as one of Cellebrite's customers. The headings used in these Terms will not be deemed to affect the interpretation of any term or provision hereof. Except where the context otherwise requires, the terms "including" and "includes" shall be deemed to be followed by "without limitation". If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render these Terms unreasonable. Except as provided for herein and except for any nondisclosure agreement between Buyer and Cellebrite, these Terms constitute the entire agreement between Buyer and Cellebrite with respect to the subject matter herein.

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty. Cellebrite warrants that each Product, including all firmware and excluding Software (for which the warranty is only as provided under Section D), but not related services or prototypes of any such Product, shall be in conformance with the written specification furnished or agreed to by Cellebrite for twelve (12) months after acceptance (the "Warranty Period"). If any failure to conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding the failures. Cellebrite will verify whether any Defect appears in the Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Buyer's option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the thirtieth (30th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such thirtieth (30th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists and (iii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product FCA Cellebrite's premises (Incoterms 2010), freight prepaid to Buyer's destination. Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within six (6) months from the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B. Touch Screen Exclusion. Notwithstanding Section A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date, and Cellebrite warrants such touch screen only to the extent any damage to it was not caused by Buyer's negligence or willful misconduct.

C. Warranty of Title. Cellebrite warrants that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under these Terms shall be free from all liens, encumbrances and restrictions. Cellebrite further warrants that it has all rights and powers necessary to perform its obligations under these Terms and that to its knowledge, it has the right to grant the licenses and other rights provided to Buyer by these Terms.

D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E. Services Warranty. Cellebrite warrants to Buyer that any Services provided hereunder shall be delivered in a professional manner. Buyer's sole and exclusive remedy with respect to a breach of the warranty in this Section E shall be for Cellebrite to use commercially reasonable re-perform such Services.

F. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage, or unauthorized modification of the Products or Software; (b) Buyer's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite, (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of the Products or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a product or service not provided, authorized or approved by Cellebrite for use with the Products or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (q) any Products or Software that has been resold or otherwise transferred to a third party by Buyer (any Product or Software affected by the cases in (a)-(q) is referred to hereinafter as an "Excluded Item").

G. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A PRODUCT'S FAILURE TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

H. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-32369

Date Filed:
03/29/2016

Date Acknowledged:
3/31/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cellebrite Inc.
Parsippany, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
FY16-565-111
UFED Touch Ultimate Software Renewal - 1yr

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Cellebrite Mobile Synchronization Ltd	Petah Tikva Israel Israel	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Fran Felice, this the 31st day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

John Bigler
Printed name of officer administering oath

JOHN BIGLER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2346193
My Commission Expires 7/22/2016

9:45 am
Title of officer administering oath

nfg

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
Temple Watershed Construction Office
101 South Main
Temple, Texas 76501

Date: 3/21/16

File Code: 120-11-11-13-5

Subject:
ADS - Acquisition, Procurement, Contracts
Contract No. 15-600-040
Denton Creek Watershed Site 17
TSSWCB Embankment Repairs
Wise County, TX

To:
Judge JD Clark
Contracting Officer
Wise County Commissioner's Court
Decatur, TX

Re: Modification/Change Order No. 3

Attached is the information for modification to the subject contract:

Modification No.3 Description (CLO, NRCS, Contractor)
Justification of Modification No 3 (CLO, NRCS only)
Documentation of correspondence (CLO, NRCS only)

If you have any questions please call.

Brannon Sledge
COR

Attachments

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment

An Equal Opportunity Provider and Employer

Modification/Change Order #3

Contract No. 15-600-040
Denton Creek Watershed Site 17
TSSWCB Embankment Repairs
Wise County, Texas

March 21, 2016

DESCRIPTION OF MODIFICATION/CHANGE ORDER

Pursuant to Article 26 – Weather, the contract shall be changed as follows:

Add 12 calendar days to the contract performance time.

Pursuant to Article 26 – Quantity Variations, the contract requirement shall be changed as follows:

On Denton Creek Site 17, the following quantities in the bid schedule shall be **increased:**

- Vegetation Establishment – increase from 1.5 AC to 3.4 AC
- Rock Riprap – increase from 1,180 TN to 1,240 TN
- Geotextile – increase from 1,577 SY to 1,579 SY

On Denton Creek Site 17, the following quantities in the bid schedule shall be **decreased:**

- Sediment Filters – decrease from 1,175 LF to 1,105 LF
- Irrigation Water – decrease from 306 1000-GAL to 80 1000-GAL

The contract line items for Denton Creek Site 17 shall be modified as follows:

Changes to the Bid Schedule and/or Contract Price:
Modify:

Item No.	Work or Material	Spec.	Quantity	Unit	Unit Price	Amount
2	Sediment Filters	5	1,105	LF	$4.00	$4,420.00
(**Decrease** of 70 LF for a cost **decrease** of $280.00)						
3	Vegetation Establishment	6	3.4	AC	$4,925.00	$16,745.00
(**Increase** of 1.9 AC for a cost **increase** of $9,357.50)						
8	Rock Riprap	61	1,240	TN	$75.00	$93,000.00
(**Increase** of 60 TN for a cost **increase** of $4,500.00)						
10	Geotextile	95	1,579	SY	$6.00	$9,474.00
(**Increase** of 2 SY for a cost **increase** of $12.00)						
14	Irrigation Water	6	80	1000 GAL	$9.00	$720.00
(**Decrease** of 226 1000-GAL for a cost **decrease** of $2,034.00)						

Contract Site Total - $184,223.50 New Total – $195,789.00 ($11,555.50 increase)

Contract price change – **$195,789.00 (increased from $184,223.50)**
Total decrease to contract price: **$11,555.50**
Performance Time Change – **Add 12 calendar days**
Revised Ending Date – **March 25, 2016**
Actual Ending Date – **March 25, 2016**

CONTRACTOR'S STATEMENT OF RELEASE

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractors. The Contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances concerning the added work for the above added work, including all impacts to the work, overhead and profit.

OWNER
Wise County Comissioner's Court

By _____
Judge J.D. Clark, Contracting Officer

Attest _____
Sherry Lemon
Ex-Officio Clerk of Commissioners Court
County Clerk, Wise County

Address:
Wise County Asset Control Office
400 W. Walnut
Decatur, Texas 76234

CONTRACTOR
Beavers Contracting, LLC

By _____
Skipper Beavers, Project Manager

Attest _____

Address:
P.O. Box 697
Aubrey, Texas 76227

Agent for services of process

_____
Skipper Beavers

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
Temple Watershed Construction Office
101 South Main
Temple, Texas 76501

Justification of Modification #3
Contract No. 15-600-040
Denton Creek Watershed Site 17
TSSWCB Embankment Repairs
Wise County, Texas

Brannon Sledge, COR — Date: 3/21/16

As a result of bad weather days recorded and documented for the month of February and March, 12 rain days will be granted per Article 26 for Denton Creek Site 17 for the dates of:

February
23, 24, 25, 26, 27

March
8, 9, 10, 11, 12

Weather Work Days		Total Change in Performance Time
10*(7/6)	=	12 Calendar Days

For the variation in quantities, the changes are actual quantities that were installed on Denton Creek Site 17 that were different from the estimated quantities for the items on the bid schedule of this contract. For the rock riprap, rock tickets were collected during the time of delivery and added together. The final quantities for vegetation were measured and prepared by the NRCS surveyor. The Inspector measured the length of the sediment filter fence, calculated the square yardage for the geotextile, and gathered the numbers for irrigation water at the end of each watering. No request for price change was made by the Contractor or the Owner for any quantities that were installed above or below the 25% VIQ range.

These changes will be applied to the final invoice of this contract.

I have discussed these changes with Judge JD Clark, Contracting Officer, Tom Beach, State Construction Engineer, and John Mueller, State Conservation Engineer.

Engineering Concurrence — acting SCE — Date: 3/21/16

DENTON CREEK 17

	BID ITEM	ACTUAL	% value of B			
POLLUTION CONTROL	0	0	0.00%		$	-
SEDIMENT FILTER	1175	1105	94.04%	$ 4.00	$	4,420.00
VEGETATION ESTABLISHMENT	1.5	3.4	226.67%	$ 4,925.00	$	16,745.00
CONSTRUCTION SURVEYS	0	0	0.00%		$	-
MOBILIZATION & DEMOB	0	0	0.00%		$	-
REMOVAL OF WATER	0	0	0.00%		$	-
WATERBAR	0	0	0.00%		$	-
ROCK RIPRAP	1180	1240	105.08%	$ 75.00	$	93,000.00
CONTRACTOR QUALITY CONTROL	0	0	0.00%		$	-
GEOTEXTILE	1577	1579	100.13%	$ 6.00	$	9,474.00
SITE PREPARATION	0	0	0.00%		$	-
SHAPING & SMOOTHING	0.6	0.6	100.00%	$ 5,300.00	$	3,180.00
ADDITIVE ITEMS						
IRRIGATION SYSTEM	0	0	0.00%		$	-
IRRIGATION WATER	306	80	26.14%	$ 9.00	$	720.00
					$	127,539.00

POLLUTION CONTROL	$	2,750.00	
CONSTRUCTION SURVEYS	$	2,500.00	
MOBILIZATION & DEMOB	$	22,000.00	
REMOVAL OF WATER	$	12,000.00	
WATERBAR	$	1,500.00	LUMP SUM PAYMENTS
CONTRACTOR QUALITY CONTROL	$	2,500.00	
SITE PREPARATION	$	15,000.00	
IRRIGATION SYSTEM	$	10,000.00	
	$	68,250.00	

$ 195,789.00 SITE TOTAL

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-6674

Date Filed:
01/28/2016

Date Acknowledged:
1-29-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Beavers Construction LLC
Aubrey, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Agriculture, Department of

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
15-800-040
flood control dam rehabilitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beavers, Jr, Bernerd	Krugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NANCY KING
My Notary ID # 11511161
Expires December 15, 2019

Bernard W Beavers jr
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bernard W Beavers jr, this the 28th day of Jan, 2016, to certify which, witness my hand and seal of office.

Nancy King
Signature of officer administering oath

NANCY King
Printed name of officer administering oath

Notary
Title of officer administering oath

14g

RENEWALS

March 28, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Dustin-District Clerk(main copier)-correction from last court that read District Court(main copier)**

14g

FULLY EXECUTED

March 28, 2016

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

1. **Eikon-Fairgrounds Agreement**

Amanda Knox

From: Diana Alexander <diana.alexander@co.wise.tx.us>
Sent: Tuesday, March 22, 2016 12:40 PM
To: Amanda Knox
Subject: fully executed
Attachments: Eikon.pdf

Please see attached.

Sincerely,
Diana Alexander
Asset Manager
Wise County

EIKON

DESIGNING CONFIDENCE

AGREEMENT FOR CONSULTING SERVICES

Date March 14, 2016

Client Honorable JD Clark, County Judge
Wise County
101 South Trinity
Decatur, TX 76234

Project Name and Location Wise County Fairgrounds Women's Building
Decatur, Texas

As requested, EIKON Consulting Group, LLC (EIKON) is pleased to submit this proposal for professional design services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule and Fee are outlined below.

General Project Description

We understand that the project includes the remodel of an existing building at the Wise County Fairgrounds. EIKON is to provide professional design services as required to facilitate the selection of finishes and materials, minor structural modifications and lighting reconfiguration.

Scope of Services (Exhibit A)

Description of Services

Architectural/Interior Design

- Survey of Existing Conditions
- Design Meetings: Up to 3 design meetings (Gather information/Preview, Review Concept, and Final Concept
- Finish Plan
- Reflected Ceiling Plan
- Elevations, if required
- Specifications of Suggested Finishes

Mechanical and Electrical

- Lighting Fixture Specification and Schedule
- Lighting Plan
- Mechanical Plan

Structural

- Design drawing to add pass-thru opening in existing kitchen wall
- Evaluate options for reworking front entry

Assumptions

- Client will provide necessary information for timely completion of the project.
- EIKON will not provide the following services based on this scope of services, however these services can be provided at additional fee:
    - Renderings and Graphic Floor Plans
    - Material and Finish Board
    - Construction Documents
    - Continuous on Site Observation or Quality Control
    - Construction Materials Testing
    - Permitting
    - Construction Administration
        - Bidding Assistance
        - Review Payment Applications
        - Site Observations
        - Project Close Out
        - Accessibility Inspection Coordination
- Special inspections (if required) shall be performed by a third party company.
- Texas Accessibility Standards (TAS) review may be required and will be a reimbursable expense

Deliverables

- EIKON will deliver two (2) sets of half size concept drawings to the client at the completion of the design concept phase, which becomes property of the client.
- EIKON will submit PDF format electronic drawings

Schedule (Exhibit B)

The construction documents will be completed in a timely fashion to meet the Client's requirements.

Fee (Exhibit C)

- Fixed Fee (refer to the scope of services and assumptions): **$8,800.00 (Eight Thousand Eight Hundred Dollars)**

- Out of pocket expenses will be billed at cost plus 10% and will not exceed **$500.00 (Five Hundred Dollars)**

Invoices are processed monthly and are based on completed phases, direct man-hours, or on a percentage of completion.

Fee to be paid within 30 days after the delivery of an invoice from EIKON.
Unpaid invoices shall serve interest at the maximum amount allowed by law.

Notice to Proceed

EIKON must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B and C are those identified above.

SHORT FORM AGREEMENT

THIS AGREEMENT is made this 14th day of March, 2016 by and between EIKON Consulting Group, LLC (hereinafter "EIKON") and Wise County (hereinafter "Client"). Client and EIKON, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of EIKON - EIKON agrees to provide the professional services described in Exhibit A attached hereto (hereinafter the "Services").

2. Schedule of Services - EIKON shall use commercially reasonable efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client - Client shall furnish or make available to EIKON any and all of its records, maps, or other data which are pertinent to EIKON's work. Client shall authorize and assist EIKON in obtaining any such pertinent information from other public and private sources. EIKON may use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. EIKON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or any member of Client Group. As used herein the term "Client Group" means individually or in any combination Client, its affiliates, any subcontractors of Client, and their respective officers, directors, employees, partners, members, managers, representatives, agents, licensees, invitees and assignees.

4. Compensation - As compensation for the performance of the Services, Client shall pay EIKON its fees and expenses in accordance with Exhibit C attached hereto. Payments from Client to EIKON are due at the address appearing on the applicable invoice within 30 days following the invoice date. Invoices not paid by Client within 30 days of the invoice date will accrue interest from the 31st day at the rate of 1% per month (12% per annum) until paid. Client agrees that all amounts owed to EIKON by Client shall be paid by Client to EIKON on the date due (as specified herein), regardless of whether Client shall have any received payment, remuneration or other compensation from any third party.

5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice delivered to the other party at the notice address set forth on the signature page hereto. Either party may change its address for notices hereunder upon seven (7) days written notice to the other party. EIKON shall be compensated for all Services performed until EIKON's receipt of a written notice from the Client, plus any fees and/or costs reasonably necessary to properly terminate the Services and any projects associated therewith.

6. Relationship of Parties - EIKON is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association and, except as otherwise set forth in a separate written agreement between the parties, neither party shall have any right, power or authority to create any obligations, express or implied, on behalf of the other.

7. Assignment - This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by Client or EIKON without the prior

written consent of the other. Any assignment without the prior written consent of the other party shall be null and void.

8. Standard of Care; Disclaimer of Warranties - The standard of care for all Services performed or furnished by EIKON under this Agreement will be the care and skill ordinarily used by the members of EIKON's profession practicing under similar conditions at the same time and in the same locality. **EIKON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH EIKON'S SERVICES. EIKON HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND AS TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER PROVIDED FOR UNDER THE LAWS OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION, AND CLIENT HEREBY AGREES AND ACKNOWLEDGES THE FOREGOING EXPRESS DISCLAIMER AND FURTHER UNDERSTANDS THAT CLIENT SHALL HAVE NO FURTHER RECOURSE AGAINST EIKON OR ANY MEMBER OF THE EIKON GROUP (AS HEREINAFTER DEFINED) HEREIN.**

9. Insurance - EIKON shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of $1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of $2,000,000 per claim/annual aggregate.

10. INDEMNIFICATION -

EIKON WILL INDEMNIFY, DEFEND AND HOLD CLIENT AND EACH MEMBER OF CLIENT GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO PROPERTY OF CLIENT, EIKON OR A THIRD PARTY ARISING OUT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EIKON OR ANY MEMBER OF EIKON GROUP. EIKON WILL, ON CLIENT'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(B).

11. LIMITATION ON LIABILITY - **IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH THE CLIENT AND EIKON, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF EIKON GROUP TO CLIENT AND ANY MEMBER OF CLIENT GROUP FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SERVICES OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL COMPENSATION RECEIVED BY EIKON UNDER THIS AGREEMENT OR (II) AN AMOUNT EQUAL TWO TIMES (2X) THE TOTAL AGGREGATE FEES SET FORTH ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, no member of the EIKON Group shall be personally liable to Client or any member of

Client Group, regardless of the cause of action asserted, including, without limitation, breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the Services or EIKON's performance or non-performance of the Agreement. Client for itself and on behalf of each member of Client Group, agrees that subject to the terms, conditions and limitations of this Agreement, it and each member of Client Group will look solely to EIKON for its remedy for any claim arising out of or related to the Services or this Agreement

13. Corporate Protection- It is intended by the parties to this Agreement that EIKON's Services shall not subject EIKON's individual employees, officers, members, managers, agents or directors to any personal legal exposure for the risks associated with the Services or the project to which the Services are related. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees for and on behalf of itself and each member of Client Group that the sole and exclusive remedy of Client or any member of Client Group for any claim, demand or suit arising out of this Agreement or the Services shall be directed and/or asserted only against EIKON, and not against any of EIKON's individual employees, officers, members, managers, agents or directors.

14. NO CONSEQUENTIAL DAMAGES - **IN NO EVENT SHALL EIKON BE LIABLE TO CLIENT OR ANY MEMBER OF CLIENT GROUP , WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, WARRANTY, GUARANTY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOSS OF PRODUCTION, ADDITIONAL EXPENSES INCURRED IN THE USE OF THE EQUIPMENT AND FACILITIES AND CLAIMS OF CUSTOMERS OF THE CLIENT OR ANY MEMBER OF CLIENT GROUP) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF CLIENT OR ANY MEMBER OF CLIENT GROUP.**

15. Hazardous Materials: Suspension of Services - **BOTH PARTIES ACKNOWLEDGE THAT EIKON'S SCOPE OF SERVICES DOES NOT INCLUDE ANY SERVICES RELATED TO THE PRESENCE OF ANY HAZARDOUS MATERIALS (AS DEFINED BELOW). IN THE EVENT EIKON OR ANY MEMBER OF EIKON GROUP INVOLVED IN PROVIDING OR PERFORMING THE SERVICES ENCOUNTERS ANY HAZARDOUS MATERIALS, OR SHOULD IT BECOME KNOWN TO EIKON OR ANY MEMBER OF EIKON GROUP THAT HAZARDOUS MATERIALS MAY BE PRESENT ON OR ABOUT THE JOBSITE OR ANY ADJACENT AREAS THAT MAY AFFECT THE PERFORMANCE OF EIKON'S SERVICES, EIKON MAY, AT ITS SOLE OPTION AND WITHOUT LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, SUSPEND PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT UNTIL THE CLIENT RETAINS APPROPRIATE QUALIFIED CONSULTANTS AND/OR CONTRACTORS TO IDENTIFY AND ABATE OR REMOVE THE HAZARDOUS MATERIALS AND WARRANTS THAT THE JOBSITE IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.** The term "Hazardous Materials" means, without limitation, those substances or materials defined as "hazardous substances", "hazardous waste", "toxic substances", or "pollutant or contaminant" in any of the Environmental Laws (as defined below), as well as such other substances as are subsequently determined legislatively, judicially, or administratively, to be harmful or deleterious to the physical environment or the public health. The term "Environmental Laws" means all applicable local, state, and federal laws, including common law, that relate to: (a) the prevention, abatement, or elimination of pollution, or the protection of the environment or natural resources; (b) the generation, handling, treatment, storage, disposal, release, or transportation of Hazardous Materials (as defined below), waste materials or hazardous or toxic substances; or (c) the regulation of, or exposure to, hazardous, toxic, or other substances alleged to be harmful, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. § 9601, *et seq.*; the Resource

Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1501, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Endangered Species Act, 16 U.S.C. §1531, *et seq.*; and all similar laws of any Governmental Authority having jurisdiction over the property in question. This term expressly includes the regulations of the Texas Railroad Commission relating to plugging and abandonment, equipment purging and removal, and bonding requirements respecting inactive wells, 16. T.A.C. § 3.15 as well as regulations and interpretations of the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality relating to air emissions, pollution control, and permitting that have been, or may be, adopted.

16. Mediation – The parties, as a condition precedent to commencing litigation (other than for the non-payment of EIKON's fees), shall endeavor to resolve their claims by non-binding mediation which, shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

17. Other Agreements - (a) The Services to be performed by EIKON are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) this Agreement (including Exhibits A, B, C and D, as applicable, attached hereto) represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) this Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the conflict of law provisions thereof; (f) EIKON shall not be liable for any failure to perform or delay in the performance of the Services regardless of whether such delay results either directly or indirectly from: (i) accidents to, or breakdowns or mechanical failure of, EIKON's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; acts of terrorism; delays by any supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by federal, state, provincial or local governments, or any subdivision, bureau or agency thereof, or (ii) any other cause beyond the reasonable control of EIKON; (g) the failure of either party to insist in any one or more instances upon a strict performance of any of the terms, conditions and covenants hereof shall not affect or in any way impair the right of such party to require a strict performance of any such term, condition or covenant in the future; nor shall the waiver by either party of a breach of any term, condition, or covenant hereof in any instance be construed or held to be a waiver of such term, condition, or covenant, or of any succeeding breach of the same, or any other term, condition or covenant hereof; (h) all Exhibits attached to this Agreement are attached hereto and incorporated herein by reference for all purposes; and (i) this Agreement may be executed by the parties in counterparts and delivered by facsimile or electronic transmission, each of which so delivered shall be considered an original counterpart, and shall become a binding agreement when each party has executed one counterpart.

18. CONSTRUCTION OBSERVATION – To the extent expressly and specifically identified in Exhibit A, EIKON shall visit the site set forth on Exhibit D (the "Site") at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and EIKON, in order to

observe the progress and quality of the work, construction and other services (collectively "Work") completed by the contractor employed by Client to perform such Work (the "Contractor"). Such visits, if any, and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EIKON to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the contracts, agreements, specifications, drawings and other documents describing and detailing the Work (collectively "Contract Documents"). Based on this general observation, EIKON shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request in writing that such services be provided by EIKON as services in addition to the Services. EIKON shall not supervise, direct or have control over the Contractor's Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. EIKON shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. EIKON does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The parties hereto agree that in the event of any inconsistency in the language contained in Exhibit A hereto and in the terms of this Section 19, the language of Exhibit A shall govern and control in all respects.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

EIKON		CLIENT	
By:	Charlie Kearns	By:	
Name:	Charlie Kearns		JD Clark
Title:	Vice President		Wise County Judge
Date	3/18/2016		3/22/16

Notice Address for EIKON:

EIKON Consulting Group, LLC
1405 W. Chapman
Sanger, Texas, 76266

Notice Address for CLIENT:

Wise County, Texas
101 South Trinity
Decatur, Texas 76234

Diana Alexander

From: Diana Alexander <diana.alexander@co.wise.tx.us>
Sent: Monday, March 14, 2016 11:15 AM
To: 'ckearns@eikoncg.com'
Subject: Wise County Agreement
Attachments: HB 1295 Link.docx

Charlie,

The agreement pertaining to the Wise County Fairgrounds was approved today by the court. However, before the Judge can sign it, I need a copy signed by Eikon as well as a filed copy of HB1295. I have attached an informational sheet regarding HB1295. As soon as I received a copy of the contract signed by Eikon and the HB1295 form, I will have the Judge sign it.

Sincerely,
Diana Alexander
Asset Manager
Wise County

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-26742

Date Filed:
03/16/2016

Date Acknowledged:
3-22-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
EIKON Consulting Group
Sanger, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
16073
Professional Architectural and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MORGAN BRYNA RICHARDSON
Notary Public, State of Texas
Comm. Expires 02-23-2020
Notary ID 130550296

Charlie Kearns
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CHARLIE KEARNS, this the 18th day of MARCH, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Morgan Richardson	Administrative Assistant