

# **RENEWALS**

**May 11, 2015**

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

- 1. Coast to Coast Prescription Program**
- 2. Dustin Copier-Asset Control, Tax Office-Bridgeport, Elections**
- 3. SOE Software**

14F



QUOTATION

40 Parker Irvine. CA 92618-1604

1.800.326.4890

customerorders@masimo.com

Quote Number 00113554

Created Date 11/11/2014

Expiration Date 12/7/2014

Attn

Account Name Wise County EMS  
Ship To 1101 W Rose Ave  
Decatur, Texas 76234  
United States

Contact Name Brandon Daugherty  
Phone 940-627-2002  
Email bdaugherty@ems.co.wise.tx.us

Bill To Name Wise County EMS  
Bill To 1101 Rose Avenue  
Decatur, Texas 76234  
United States

Payment Terms: Net 30 days from shipment

Delivery: 2-4 weeks after receipt of order

Shipping Point: Origin. Shipping charges prepaid & invoiced

Price: Excludes sales tax and shipping charges

Prepared By David Ray  
Title Manager, Industrial Accounts  
E-mail dray@masimo.com  
Phone (210) 380-9534

Quote Line Items

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
3471	PROTECTION + COMPLETE FOR RAD-57, 1 Yr	Rad-57 Serial #'s:70777 and 714805	USD 297.00	2.00	USD 594.00
2696	RAINBOW DCI, SpO2/SpCO/SpMet, 1/BX	\$695-Discout applied with Protection+ Warranty	USD 450.00	2.00	USD 900.00
2406	RC-4 CABLE, 1/BOX, MASIMO	\$225 - Discount applied with Protection+ Warranty	USD 118.00	2.00	USD 236.00

Totals

Total Price	USD 1,730.00
Tax	USD 0.00
Shipping and Handling	USD 9.00
<b>Grand Total</b>	<b>USD 1,739.00</b>

*Handwritten signature and date: 5/11/15*

Special Instructions

- Protection+ for Rad-57 for three years for (2) devices; Serial #'s 70777 and 717805.
- The Pediatric/Slender Finger Sensor is discounted \$300 contingent on the purchase of the Protection+ Program.

Please scan and email Purchase Orders along with a copy of this quotation to [customerorders@masimo.com](mailto:customerorders@masimo.com). Alternatively, Purchase Orders may be faxed to (949) 297-7499.



## QUOTATION

This Quotation is an offer. Upon Masimo's receipt of Customer's purchase order confirming and referencing this Quotation, a contract is formed between the parties. Any additional or conflicting terms or conditions in Customer's purchase order to those set forth above and those incorporated herein will not apply. Customer's performance of this Quotation will serve as acceptance of Masimo's terms and conditions. Masimo's terms and conditions are incorporated herein by reference. They may be reviewed at <http://www.masimo.com/t&c.htm>.

Pricing may include discounts (including and subject to any rebates) and must be fully and accurately reported to the extent required by law or contract. Customer must retain discount documentation and allow agents of federal or state agencies access to it upon request. Cost reporting entities must report actual prices paid net of discounts/rebates on all federal health care program cost reports in the fiscal year in which discount/rebate is earned or the following year.

The following terms apply to any Extended Warranty and Protection+ warranty products "Service Products" included in this quote: i) Service Products warranties included in this quote are provided solely to Customer and are nontransferable, ii) If Customer has existing equipment or devices not currently under warranty, the warranty provided under the Service Products included in this quote will not commence until 30 days after receipt of Customer's purchase order.

<input checked="" type="checkbox"/> Masimo
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<input type="checkbox"/> Masimo
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<input checked="" type="checkbox"/> Masimo
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<!--[if !supportLists]--> **TERMS AND CONDITIONS**

1) <!--[endif]--> **TERMS AND CONDITIONS**

<!--[if !supportLists]--> a) <!--[endif]--> The Terms and Conditions contained herein constitute the entire agreement ("Agreement") between Masimo and Customer. Customer acknowledges that the terms and conditions of Customers Purchase Order are not part of this Agreement.

<!--[if !supportLists]--> 2) <!--[endif]--> **PACKAGING AND SHIPPING**

<!--[if !supportLists]--> a) <!--[endif]--> Masimo shall be responsible for packaging, marking and shipping the products in accordance with good commercial practices and all applicable laws. An itemized packing list shall accompany each shipment.

<!--[if !supportLists]--> 3) <!--[endif]--> **SHIPMENT AND RISK OF LOSS**

<!--[if !supportLists]--> a) <!--[endif]--> Shipping point and Risk of Loss shall be FCA shipment origin; freight prepaid and add, in accordance with the most recent version of INCOTERMS.

<!--[if !supportLists]--> b) <!--[endif]--> Masimo reserves the right to make partial deliveries.

<!--[if !supportLists]--> c) <!--[endif]--> The carrier shall not be construed to be an agent of Masimo. Masimo shall not be held responsible for delays by carrier to make deliveries for any cause.

<!--[if !supportLists]--> 4) <!--[endif]--> **PAYMENT, SERVICE CHARGE AND TAXES**

<!--[if !supportLists]--> a) <!--[endif]--> Payment is due net thirty (30) days from invoice date subject to credit approval.

<!--[if !supportLists]--> b) <!--[endif]--> Service charges of 1 1/2 % per month or the maximum rate permitted by law, if lower, may be charged on past due amounts.

<!--[if !supportLists]--> c) <!--[endif]--> Customer shall pay all sales, use, property, excise, or similar taxes, except on Masimo's income, levied upon the sale, use, or ownership of the Products.

<!--[if !supportLists]--> 5) <!--[endif]--> **LIMITED USE**

<!--[if !supportLists]--> a) <!--[endif]--> No Implied License. Possession of the Equipment does not convey any express or implied license to use the Equipment with unauthorized sensors or cables that would, alone, or in combination with the Equipment, fall within the scope of one or more of the patents relating to the Equipment. Sensors designated for single patient use only are licensed to Customer under patents owned by Masimo to be used on a single patient only, and Customer shall not use Masimo's patented single-patient use Sensors which have been reprocessed or previously used with a different patient, unless specifically authorized by Masimo. There is no license, implied or otherwise, that would allow use of disposable Sensors beyond their intended single use. After use of Sensors designated for single patient use only, there is no further license granted by Masimo to use the Sensors and they must be returned to Masimo.

<!--[if !supportLists]--> b) <!--[endif]--> Qualified Personnel. Customer will not permit the Equipment to be used by anyone other than Customer's qualified and trained personnel.

<!--[if !supportLists]--> c) <!--[endif]--> No Modifications. Except for use of the communication ports provided by Masimo to transmit data from the Masimo monitors and systems to other equipment, modification or connection of other Equipment to the Masimo Equipment, including software, hardware and related instruments cannot be made without Masimo's prior written authorization, which authorization may be withheld at Masimo's sole discretion.

<!--[if !supportLists]--> d) <!--[endif]--> Cleared Use Only. The Equipment, Software, Sensors and related disposable accessories may not be used for any processes, procedures, experiments or any other use for which the Equipment is not intended or cleared by the Food and Drug Administration (FDA), or in any manner inconsistent with the instructions for use or labeling.

<!--[if !supportLists]--> 6) <!--[endif]--> **LICENSE**

<!--[if !supportLists]--> a) <!--[endif]--> License Grant. The Sensors and Equipment contain Masimo proprietary technology and/or software (the "Software"), trade secrets and other proprietary information (collectively, "Intellectual Property"). Masimo grants to Customer a non-exclusive, non-transferable, license to use the Software, Sensors, Equipment in connection with its authorized use of the Equipment and Sensors in conformance with the instructions for use and labeling and this Agreement. Notwithstanding any other provision of this Agreement, Sensors and Equipment are licensed, not sold. This Agreement does not constitute a sale of the Software, Sensors, Equipment, trade secrets, any copy of the Software or any Intellectual Property.

- <!--[if !supportLists]--> b) <!--[endif]--> Optional Software Parameters. Masimo may offer optional software parameters ("Software Parameters") with additional functionality at the then current license fees. The optional Software Parameters contain Masimo Intellectual Property, and are licensed separately from the Software in Section 6a) above. If Customer elects to obtain term license(s) for optional Software Parameters, Masimo shall grant to Customer (subject to the Payment terms of this Agreement), a non-exclusive, non-transferable, non-sub licensable, revocable limited term software license to use the optional Software Parameters in accordance with the terms of this Agreement for the term license period. Any license granted to Customer in this Section 6b) is limited to use of the optional Software Parameter solely on a single Masimo Oximeter.
- <!--[if !supportLists]--> c) <!--[endif]--> Additional Software Parameter Licenses. Additional term licenses for the optional Software Parameters may be obtained at any time during the Term of this Agreement. Such additional optional Software Parameter licenses shall become a part of this Agreement, subject to its licensing provisions.
- <!--[if !supportLists]--> d) <!--[endif]--> No Modifications. Customer may not reverse engineer, copy, modify, loan, rent, lease, assign, transfer, or sub-license the Software or Intellectual Property without Masimo's prior written consent, which may be withheld at Masimo's sole discretion; any attempt to do so will render the license null and void and use of the Software and Intellectual Property invalid.

#### 7) WARRANTY.

- <!--[if !supportLists]--> a) <!--[endif]--> Warranty. Masimo warrants that the Masimo Products provided will materially conform to the published Product specifications of Masimo at the time of shipment and be free from material defects in materials and workmanship. Provided that payments are current and Customer is not otherwise in breach of this Agreement, Masimo's obligation if any Masimo Products or other accessories are found upon examination by Masimo to be defective during the warranty period shall be limited to repair or replacement. Masimo is not responsible and will charge Customer for repair, replacement, or maintenance caused by damage, neglect, misuse, improper operation, accident, fire, water, vandalism, weather, war, any Act of God, unauthorized Equipment attached to Masimo Equipment, or unauthorized modification of Masimo Products or Software. Except as expressly noted herein, all remedies set forth herein are exclusive and in lieu of all other representations and warranties, oral or written, express or implied.
- <!--[if !supportLists]--> b) <!--[endif]--> Standard Warranty. For Equipment, the duration of the warranty shall be one (1) year from the date of first use, not to exceed fourteen (14) months after shipment; for reusable Sensors, batteries and other accessories, the duration of the warranty is six (6) months from the date of first use, not to exceed eight (8) months after shipment; and disposable Sensors are warranted for single-patient use prior to their expiration, within six (6) months after shipment. ReSposable Sensors are warranted as follows: (a) reusable components are warranted for the number of uses indicated on the package, within six (6) months after shipment; and (b) disposable components are warranted for single-patient use within six (6) months after shipment.
- <!--[if !supportLists]--> c) <!--[endif]--> Exclusions. This warranty does not apply or extend to any Product (i) damaged, neglected, misused or improperly operated; (ii) modified, disassembled, or reassembled; (iii) used with supplies, devices or electrical work external to the Products or not manufactured by Masimo; (iv) used with sensors or other accessories other than those manufactured and distributed by Masimo; (v) put to a use or used in environments for which they are not intended; and (vi) where the Software has been damaged, modified by anyone other than Masimo or without the express written authorization of Masimo, or used contrary to Masimo's instructions. Masimo's warranty does not extend to any equipment or software not manufactured by Masimo. For equipment manufactured by third-parties, Masimo will pass on to Customer all terms and rights provided by the manufacturer. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, AND NO OTHER WARRANTIES EXIST, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

#### <!--[if !supportLists]--> 8) <!--[endif]--> LIMITATION OF LIABILITY.

- <!--[if !supportLists]--> a) <!--[endif]--> MASIMO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM THIS AGREEMENT OR OUT OF THE USE OR INABILITY TO USE THE PRODUCTS OR SUPPORT PROVIDED BY MASIMO, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST BUSINESS, LOST PROFITS, LOSS OF GOOD WILL, LOSS OF DATA, DATA RECOVERY COSTS, OR ANY OTHER TYPE OF INDIRECT DAMAGES, EVEN IF MASIMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9) INDEMNIFICATION.

- <!--[if !supportLists]--> a) <!--[endif]--> Bodily Injury. Masimo will defend, indemnify and hold Customer harmless against any and all liability, loss, damages, costs or expenses that Customer may hereafter incur, as a result of any injury, illness or death of any person which is caused by any Products, to the extent that such injury, illness or death resulted from failure of any Product at the time of shipment to Customer to materially comply with its published specification. Masimo will indemnify third party monitors that contain Masimo SET or Rainbow SET technology under license from Masimo to the extent that the Masimo technology is the cause of any bodily injury.
- <!--[if !supportLists]--> b) <!--[endif]--> Infringement. Masimo will defend, indemnify and hold Customer harmless against infringement or alleged infringement directly resulting from standard Products furnished under this Agreement, of any patent, copyright, trademark, trade secret or any other proprietary right of any third party. In the event of such claim, Masimo may, at its sole discretion, (i) modify the particular Product to make it non-infringing, (ii) obtain a license to allow

the continued use of the Product, or (iii) terminate this Agreement, and take possession of and refund all fees paid for the infringing Products, and pay fair market value, but no more than the price paid by Customer for the infringing Product, if any.

<!--[if !supportLists]--> c) <!--[endif]--> Exclusions. Masimo shall have no liability or responsibility of any kind to Customer under this Section ("Indemnification") unless Customer (i) promptly notifies Masimo of such claims, (ii) gives Masimo an adequate opportunity to defend, including complete control of such defense, and (iii) provides reasonable assistance to Masimo, at Masimo's expense and request, in connection with the defense and settlement of any such claim. Masimo shall have no liability for settlements made without Masimo's express written consent. Should Customer desire to have its own counsel participate in any such action, the cost of such counsel shall be exclusively Customer's. Notwithstanding the above, Masimo shall not be liable for any infringement of intellectual property rights of third parties or for any liability, loss, damages, costs or expenses which Customer may incur as a result of any injury, illness or death resulting from (i) alterations or modifications to the Products made by Customer or others (or by Masimo, in the case of an infringement claim) at Customer's request, (ii) electrical/electronics, software/firmware, sensors, or product interface not furnished by Masimo, (iii) combination of the Products with other apparatus or technology not furnished or, in the case of infringement claims, specified in writing by Masimo, (iv) use of Products or components not supplied by Masimo, (v) use of Products not permitted under this Agreement, (vi) Products improperly used (including use past the expiration date where applicable) or maintained, or used where defects arose from normal wear and tear; or (vii) for any claims not related directly to the Products. The preceding sentence does not exclude Masimo's indemnification obligations for claims arising out of Masimo SET or Rainbow SET technology contained in OEM Monitors or the combination of such technology with Masimo Products.

<!--[if !supportLists]--> 10) <!--[endif]--> **RELATIONSHIP BETWEEN PARTIES**

<!--[if !supportLists]--> a) <!--[endif]--> Nothing in this Agreement shall be construed as creating any partnership, joint venture or agency between the parties.

<!--[if !supportLists]--> 11) <!--[endif]--> **NOTICES**

<!--[if !supportLists]--> a) <!--[endif]--> All notices shall be in writing and delivered either by hand, facsimile or certified mail at the addresses set forth herein. Notice shall be deemed to have been given upon receipt if delivered by hand or facsimile, or if given by certified mail, upon expiration of seven days after mailing.

<!--[if !supportLists]--> 12) <!--[endif]--> **APPLICABLE LAW**

<!--[if !supportLists]--> a) <!--[endif]--> This Agreement is governed by the laws of the State of California without regard to its conflict of laws provisions.

<!--[if !supportLists]--> 13) <!--[endif]--> **LEASE TRANSACTIONS:**

<!--[if !supportLists]--> a) <!--[endif]--> If Customer converts its Product purchase into a lease through a third party financier, then Customer acknowledges that its financier will buy the Product from Masimo and will own the Product, that Customer is legally obligated to remit payments specified by Customer's lease to its lessor, and that its lessor and not Masimo will have all subsequent financial interest in the Product (but the Product warranty stated below will still apply). Customer further acknowledges that any and all disputes that may arise during the term of its lease with respect to payment for the Product will be between Customer and Customer's financier, and Customer waives any and all rights and recourse against Masimo with respect to such disputes and/or payments.

<!--[if !supportLists]--> 14) <!--[endif]--> **TECHNOLOGY**

<!--[if !supportLists]--> a) <!--[endif]--> In the event that Masimo releases a Sensor or other Product that is a direct replacement for, or a direct substitute or alternative with equivalent function and performance specifications to an existing Sensor or other product covered by this Agreement, then Masimo, at its discretion and upon written notice to Customer may substitute, on a going forward basis, the existing Sensor or Product covered by this Agreement with such new Sensor or other product replacement at no additional charge to Customer.

<!--[if !supportLists]--> 15) <!--[endif]--> **REIMBURSEMENT COVERAGE:**

<!--[if !supportLists]--> a) <!--[endif]--> Customer acknowledges and confirms that: (a) Customer has reviewed and understood all rules and guidelines for Medicare and other public and private insurance reimbursement coverage applicable to Masimo technology; (b) all reimbursements for test procedures done with Masimo Products are subject to Customer's compliance with requirements & policies set by Medicare and other public or private insurance carriers, and neither those requirements & policies nor Customer's compliance with them are within Masimo's responsibility or control; (c) Masimo and its representatives have made no representation, warranty or guarantee to Customer of payment or reimbursement by any public or private insurance carrier for any tests done with Masimo Products, and (d) Masimo is not responsible or liable to Customer in any way for any costs, damages, amounts, etc. that may arise or be incurred if any insurance carrier denies reimbursement for any tests the Customer does with a Masimo Product.

<!--[if !supportLists]--> 16) <!--[endif]--> **SALES FINAL**

<!--[if !supportLists]--> a) <!--[endif]--> ALL SALES UNDER THIS AGREEMENT ARE FINAL. MASIMO WILL ACCEPT NO PRODUCT RETURNS AND WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED RETURN. ANY EXCEPTIONS TO THIS PARAGRAPH MUST BE APPROVED BY MASIMO IN WRITING IN ADVANCE.

<!--[if !supportLists]--> 17) <!--[endif]--> **SAFE HARBOR**

<!--[if !supportLists]--> a) <!--[endif]--> The terms of this Agreement are permitted under the discount safe harbor of 42 C.F.R. § 1001.952(h) which is a statutory exception to the anti-kickback law specifically where the offer and acceptance are part of an arms length transaction and two conditions are met, namely that (i) the discount must be fixed and disclosed in writing to Customer at the time of the transaction and (ii) Customer must disclose the arrangement to the government if requested; and a discount arrangement where Masimo gives away or reduces the price of one Product in connection with the acquisition of another are explicitly permitted under 64 Fed. Reg. 63530.

<!--[if !supportLists]--> 18) <!--[endif]--> **COMPLIANCE WITH LAWS**

<!--[if !supportLists]--> a) <!--[endif]--> Masimo warrants that in performance of a Purchase Order it has complied with or will comply with all applicable federal, state and local laws and ordinances including, but not limited to, OSHA, the Fair Labor Standards Act, as amended and Executive Order 11246, as amended. In addition, Masimo shall secure and maintain adequate Worker's Compensation coverage.

<!--[if !supportLists]--> 19) <!--[endif]--> **GOVERNMENT CONTRACTS**

<!--[if !supportLists]--> a) <!--[endif]--> Masimo warrants that in the performance of a Purchase Order it has complied with or will comply with all Federal Acquisition Regulations or their counterpart for other governmental agencies, which are applicable to the products or services purchased hereunder. Upon request, Masimo shall certify compliance with any of the aforementioned rules or regulations.

<!--[if !supportLists]--> 20) <!--[endif]--> **ACKNOWLEDGEMENT AND ACCEPTANCE**

<!--[if !supportLists]--> a) <!--[endif]--> Masimo reserves the right to revoke this offer at any time prior to its acceptance. This Agreement contains the entire understanding between Masimo and Customer; supersede all prior understandings, written or oral, regarding the subject of this Agreement; and may only be amended, modified or superseded by a written agreement signed by Masimo and by Customer. Only an authorized representative of Masimo and Customer has the authority to sign such amending document.

**21) EEO COMPLIANCE**

<!--[if !supportLists]--> a) <!--[endif]--> If applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), 60-250.5(a), 60-300.5(a) and 60-741.5(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by this reference.

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[Sitemap](#)

[Patents](#)

[Terms of Use](#)

[Privacy](#)

[Home](#)

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# CovertTrack Group, Inc.

## Invoice

CovertTrack Group, Inc.  
8361 E Gelding Dr.  
Scottsdale, AZ 85260

(480)661-1916  
admin@gpsintel.com  
http://www.coverttrackgroup.com

Date	Invoice #
02/17/2015	10630
Terms	Due Date
Net 30	05/05/2015

Bill To
Sgt. Blake Walls Wise County Sheriff's Office Accounts Payable P.O. Box 899 Decatur, TX 76234

Ship To
Sgt. Blake Walls Wise County Sheriff's Office Blake Walls/Purchasing 200 Rook Ramsey Dr. Decatur, TX 76234

Amount Due	Enclosed
\$225.21	

Please detach top portion and return with your payment

Ship Via	Tracking No.	N/E/R	PO Number	FO Number
NA	NA	R	Called & Requested	NA
Activity	Quantity	Rate	Amount	
• Renewal (137 days) unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product 05/17/2015-09/30/2015 Device ID#: A1000021D8FB4B (Replaced 867844001053373)	1	225.21	225.21	

THANK YOU for your business!  
\*\*\*PLEASE FORWARD TO YOUR ACCOUNTS PAYABLE DEPT\*\*\*

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# **FULLY EXECUTED**

**May 11, 2015**

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

- 1. Ritchie Brothers Auction-May**
- 2. Tyler-Court Payment Card Processing Agreement**
- 3. First Financial Depository**

## Amanda Knox

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**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Friday, May 01, 2015 11:12 AM  
**To:** Amanda Knox  
**Subject:** fully executed for next court  
**Attachments:** FIRST FINANCIAL DEPOSITORY.pdf

Please see attached.

Sincerely,  
Diana Alexander  
Asset Manager  
Wise County

**DEPOSITORY CONTRACT FOR COUNTY AND TRUST FUNDS  
HELD BY WISE COUNTY**

THIS AGREEMENT, made and entered by and between FIRST FINANCIAL BANK, N.A., a banking corporation authorized to maintain and maintaining branch offices in Texas, hereinafter called "Bank," and WISE COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter called "Depositor,"

**WITNESSETH:**

WHEREAS, the Bank has submitted its application for operating bank depository for county and trust funds of the Depositor; and

WHEREAS, the Commissioners Court of WISE COUNTY, sitting as the governing body of the Depositor, has selected the Bank as the operating bank depository for registry funds held by the Depositor; and

WHEREAS, the Bank desires to qualify as the operating bank depository for operating and trust funds held by the Depositor;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**I. Duration and Terms**

The conditions of this contract are such that whereas the Bank has been duly and legally chosen by the Commissioners Court of WISE COUNTY as the operating bank depository for the Depositor under Texas law, by reason of the Bank's having agreed to act as the operating bank depository for the county and trust funds held by the Depositor and by reason of the Bank's having bid and agreed to the following:

- A. The Bank will provide the supplies and services required by the Depositor in connection with the depository service. The Bank may be willing to provide additional bank services and products to the Depositor that is not requested in the Depositor's request for bid but which the Depositor later determines would be beneficial. No charge shall be made by the Bank for any service, except Merchant Services and Lockbox Services or provided by written amendment signed by both parties.
- B. The Bank agrees to provide these services for a four year term starting May 17, 2015 and ending May 16, 2019, this includes a renewal option for an additional two year term.

This contract shall allow the bank to establish, after negotiations with the Depositor, new interest rates and financial terms that will affect the final two years of the four year contract and the renewal period. Providing the new terms:

1. Do not increase the prices to the Depositor by more than 10%.
  2. Depositor has the option to use the initial variable interest rate option or change the new or fixed or variable rate options proposed by the bank.
- C. The Bank agrees to pledge securities, as approved by the Commissioners Court, for funds deposited under this depository contract in favor of the Depositor. In addition to or in lieu of the securities hereby pledged, the Bank may furnish to the Depositor one or more surety bonds to secure the funds of the Depositor. Securities as collateral will be equal to 102% of the trust checking account, cash bond checking account and the certificates of deposit of the Depositor on deposit with the Bank from day to day that are not covered by Federal Deposit Insurance Corporation insurance protection, and surety bonds will be equal to 125% of the ledger funds of the Depositor on deposit with the Bank from day to day that are not covered by Federal Deposit Insurance Corporation insurance protection. To afford the Bank a reasonable time to adjust the amount of collateral, the Depositor agrees to notify the Bank prior to any expected increase in deposited funds that would require an increase in the amount of collateral. Collateral will be priced to market once monthly. The Bank will provide additional collateral necessary to equal the required amounts of collateral indicated above within one business day after the Bank becomes aware of any deficiency in the amount of collateral.
- D. The volume of funds deposited under this contract will vary from time to time. In order that the deposits may be at all times amply secured by pledged securities pursuant to this contract and the depository laws of the State of Texas, the Depositor shall have the right, upon twenty-four hours written notice, to require an increase in the value of the pledged securities hereunder. Likewise, upon notice, the Bank shall have the right to decrease the value of the pledged securities that are in excess of 102% of the deposits that are not covered by Federal Deposit Insurance Corporation insurance protection, or surety bonds in excess of 125% of the ledger funds of the Depositor on deposit with the Bank from day to day that are not covered by Federal Deposit Insurance Corporation insurance protection. Deposit of additional securities, and withdrawals of excess securities, shall be, for convenience, in units of \$25,000 or more.
- E. The Bank shall have the right to substitute or withdraw any part of the collateral with any type of securities collateral authorized by the Public Funds Collateral Act. When an exchange is desired by the Bank, it shall make application to the Depositor and submit a list of the securities proposed to be exchanged and the securities that it desires to withdraw. If the securities so proposed and tendered for substitution are of the kind and character described above and of the required amount and value, the Depositor will grant the application and permit a substitution or withdrawal, as allowed by law. If permission is granted and securities are substituted, the substituted securities shall thereafter be

subject to all of the terms and conditions of this contract as fully as if originally pledged hereunder.

- F. The Bank agrees to provide Depositor interest bearing checking accounts. The accounts will earn a rate of interest equal to the average 91 Day T-Bill rate of the prior calendar month. This rate will be adjusted on a monthly basis and will be paid on the average daily collected balance. The bank agrees to pay a minimum of 0.10% and a maximum of 3.00% interest on all checking accounts.
- G. The Bank is never obligated to pay any item or permit any transaction that would cause an overdraft in the applicable accounts. The Bank reserves all rights and remedies it has under its Terms and Conditions of Deposit Accounts or otherwise with respect to overdrafts. The Bank expects that the Depositor will conduct its affairs so as to avoid overdrafts in its accounts, and that the Depositor will fund any account that has a negative collected balance on the same day that the Depositor is notified of the situation. Overdraft interest will be charged any time the collected balance in any individual account of the Depositor is negative at the end of a banking day at a rate equal to the Bank's standard overdraft interest charge as it changes from time to time. The Bank's current overdraft interest charge is the Earnings Credit Rate. Additionally, if the Depositor's accounts are in an aggregate overdraft position during the banking day, the Bank reserves the right to pass on to the Depositor any amount the Federal Reserve Bank charges the Bank for daylight overdraft positions in the Bank's reserve accounts. Further, the Bank must recognize and honor all stamped statements by the Depositor on all checks as to their validity after 60 days, even if a fee is charged to the Depositor for such services.
- H. The Bank agrees to pay interest to the Depositor on certificates of deposit in the depository at the Bank's then-current quoted rates. The bank agrees to pay a minimum of .10% on all CDs. Interest is paid daily, calculated on a 365-day simple interest basis. Interest shall be credited to the respective certificates of deposit daily. The Bank shall send an interest earned statement reflecting the above and the rates during the month, within 3 business days after the close of the preceding calendar month. Provided, however, that rates shall at no time exceed the maximum rate permitted under all applicable law.
- I. The Bank shall discharge all of the duties required by law in the care, safekeeping and custody of the investment securities placed with/pledged to the Depositor. When any securities owned by the Depositor are placed in the Bank, the Bank shall provide for the care, safekeeping and custody of such other securities. The Bank will deliver transaction advices for any transaction affecting the securities of the Depositor. On a monthly basis, the Bank will deliver a complete listing of all securities held at the beginning of the month and any received during the month. The report shall report any security sold or matured and the market value of any security held at the end of the month and submitted to the County Auditor. Market value shall be obtained from a nationally recognized source, acceptable to the Depositor.

- J. It is expressly understood that the Depositor shall have the right pursuant to court order to withdraw funds, without penalty except as required by law, from time to time, any amount of funds of the Depositor that are deposited in the Bank and to invest those funds in direct debt securities of the United States, Certificate of Deposit or deposits in other depositories and other investments that the Depositor may now or hereafter be authorized to make under the laws of Texas. Bank expressly agrees to pay interest on all time deposits from the date of purchase to the date the time deposits are paid to the Depositor, at the market rate, without penalty for early withdrawal, except as required by law.
- K. The Bank will accept wire transfer deposits made by or on behalf of the Depositor. Such deposits will be made to such accounts as the Depositor may direct in writing or by telephone. Any deposit instructions given by telephone by the Depositor will be confirmed by letter electronically mailed within the business day of the telephone instruction to the designated bank representative.
- L. The Bank will provide account balances and transaction information to the Depositor each banking day via computer terminal. The Depositor will make deposits to the accounts at various times during the banking day and the Bank will give same-day ledger credit on deposits the Bank receives before 3:00 p.m. The level of available funds in all accounts will be determined on the following schedule:

**DEPOSITORY ITEMS AVAILABILITY**

1. Cash, items drawn on the depository, wire transfers, ACH deposits, letters of credit	SAME DAY
2. Encoded items drawn on Direct Clearing institutions that meets at the local clearinghouse check exchange and received by bank by noon	SAME DAY
3. Items on local institutions (other than those listed in #2 above)	NEXT DAY
4. Other items	FEDERAL RESERVE AVAILABILITY SCHEDULE

M. The Bank will provide to the Depositor a statement at least annually for each certificate of deposit, including a statement as of the last business day of each year. The statement or statements collectively will include the interest earned, early withdrawal penalty (if any), and the ending balance as of the closing date for the statement. The end of the year statement will be provided to the Depositor no later than 31 days after the end of the calendar year.

N. Not later than 8:00 a.m. of each banking day, the Bank shall make available to the Depositor via computer terminal the daily ending ledger and collected balances of each

account for the banking day immediately preceding. Not later than 10:00 a.m. of each banking day, the Bank shall make available to the Depositor the dollar amount of checks deposited by the Depositor with the Bank that were charged back to the Depositor's account during the banking day immediately preceding. Not later than three (3) banking days after the end of each calendar month, the Bank will furnish the Depositor a separate monthly statement for each account showing overall activity to the account in the calendar month. The Bank will provide the Depositor with a full reconciliation or a paid tape for each account as requested by the Depositor. The Bank will furnish the statement in paper form and in electronic file format acceptable the Depositor. Additionally, canceled check images will be furnished to the Depositor. The Bank will fine sort checks in ascending numerical order. If requested by the Depositor, the Bank will provide canceled checks via computer disk (CD), along with appropriate software to access the data.

## **II. Termination**

During the time of this contract, the Bank or the Depositor can terminate this contract for convenience or default at any time with 60 day written notice. In the cases of default, the Bank shall have the opportunity to cure the default with the time allotted in the written notice. If the default is for criminal action the contract is subject to immediate termination. In the event that the contract is terminated, whether voluntarily or involuntarily or by selection of the successor depository, Bank agrees to pay interest on all time deposits from the date of purchase to the date the time deposits are paid to the Depositor, at the market rate at the date of purchase, without penalty for early withdrawal, except as required by law. Notwithstanding the stated term of this bid, the Bank may terminate all or particular services at any time during the bid term for the reasons stated in the Treasury Management Service Agreement or any other agreement that governs those services, so long as Bank's termination of services are in accordance with the provisions of Chapters 116 & 117, Texas Local Government Code.

## **III. Jurisdiction and Compliance with Texas Law**

Any suit arising out of or in any way connected with this contract shall be tried in WISE COUNTY in a court of proper jurisdiction. Texas law shall govern this contract and its terms. All of the provisions and requirements of the laws governing county depositories shall be a part of this contract.

## **IV. Written Communications**

Any written notice permitted or required to be given by the Depositor to the Bank shall be hand-delivered or mailed via certified mail, return receipt requested to any officer of the Bank, between the hours of 9:00 a.m. and 5:00 p.m. on any day other than a Saturday, Sunday or legal Bank holiday, to the following address:

909 Stevens Street  
Bridgeport, Texas 76426

Such written notice shall be deemed received when handed to any officer of the Bank. The Depositor recognizes that the Bank's lobby closes at 4:00 p.m. Monday through Thursday. While Bank Officers are generally present until 5:00 p.m., notification should be received by the Bank during normal business hours.

Any notice permitted or required to be given by the Bank to the Depositor shall be hand delivered or mailed via certified mail, return receipt requested the Depositor at:

P.O. Box 554  
Decatur, Texas 76234

Between the hours of 9:00 a.m. and 5:00 p.m. on any day other than a Saturday, Sunday, legal Bank holiday, County holiday or when the Courthouse is closed.

## **V. Miscellaneous**

### **A. Depositor's Access**

The Wise County Treasurer has exclusive control over all Depositors' accounts. Also, the depositor's accounts must be able to be accessed by the Wise County Auditor. A signature from each of the above offices is required to cash a Depositor's check.

### **B. Departmental Access**

The Depositor allows only certain county departments to either open or maintain an account in the Bank. County or District Clerk may maintain any number of accounts for their registry accounts. County Tax Assessor Collector may only have three accounts. Further, each Justice of the Peace may have only one account being a merchant restitution account.

### **C. Positive Pay**

Every depositor has an obligation to take reasonable steps to prevent fraud on its accounts. For that reason, the Bank offers customers a "Positive Pay" service, which allows customers to notify the Bank of certain information regarding issued checks for comparison with checks presented to the Bank for payment. Under applicable provisions of the Uniform Commercial Code, courts will assess liability for losses between the bank and bank customers based on the degree to which each party's failure to exercise ordinary care contributed to the loss. The Bank believes that ordinary care requires all public fund customers to use positive pay to help prevent third-party fraud on their accounts.

### **D. Courier Services**

Courier services used by the Depositor to deliver currency, checks, or other items to the Bank must meet the requirements for courier services specified in the Bank's Treasury Management Service Agreement and Administrative Rules.

### **E. Third-Party Service Providers**

In the normal course of its business, the Bank may engage certain third party vendors to provide or assist in providing all or part of certain services. The Bank has no obligation to specifically

disclose the existence of these arrangements to the Depositor or to obtain the Depositor's consent to these arrangements unless the third party is engaged solely for the purpose of serving the Depositor's business.

**F. Other Agreements**

All services are subject to the terms of the Bank's Terms and Conditions of Deposit Accounts and Treasury Management Service Agreement, as well as any other standard agreements applicable to the products and services provided. To the extent of any conflict between this Agreement and the Bank's standard agreements, this Agreement will control.

**G. No Oral Agreements**

THIS AGREEMENT AND OTHER DOCUMENTS SIGNED BY THE BANK AND THE DEPOSITOR REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**H. Additional Documents Required to Provide Services**

In connection with establishing the Accounts and providing services to Depositor, the Bank will require additional documentation. Those documents include the following:

- (1) Signature cards for each of the Accounts; and,
- (2) Implementation forms relating to each additional service requested or used by the Depositor.

**I. Additional Contract Documents**

The documents listed below are attached and incorporated in the event a conflict in interpretation exists, the parties can refer to the original bid documents for clarification:

- (1) Wise County Depository Application submitted by Bank  
Attached hereto as Exhibit "C"
- (2) Wise County Invitation to on Depository Contract Bid NO. 15-600-026  
Attached hereto as Exhibit "D"

**J. Secretary's Certificate**

Prior to execution of this contract by either party, a proper secretary's certificate certifying that the individual signing this contract on behalf of the Bank has been duly appointed by the Bank through its Board of Directors to act on behalf of the Bank for purposes of this Contract. Said Certificate shall be incorporated herein for all purposes.

EXECUTED in triplicate originals this 13th day of April, 2015.

COUNTY OF WISE  
STATE OF TEXAS

FIRST FINANCIAL BANK

FIRST FINANCIAL BANK

By: [Signature]

BY: LES MARIOTTI, EVP/Cashier

[Signature]

BY: JD Clark

TITLE: EVP & Cashier

TITLE: County Judge

Approved as to form\*: Approved

[Signature]  
Thomas J. Aaberg  
Commissioner Court Attorney

[Signature]  
Katherine Hudson  
Wise County Treasurer

[Signature]  
Ann McCuiston  
Wise County Auditor

\* By law, the Commissioner Court Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document as offered solely for the behalf of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s)

## Amanda Knox

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**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Friday, May 01, 2015 11:19 AM  
**To:** Amanda Knox  
**Subject:** fully executed for next court  
**Attachments:** RITCHIE BROTHERS-MAY.pdf

Please see attached.

I thought I had already sent to you but I can't find so if this is a duplicate please disregard.

Sincerely,  
Diana Alexander  
Asset Manager  
Wise County

Ritchie Bros. Auctioneers (America) Inc.  
4000 Pine Lake Road, Lincoln, NE USA 68516

402.421.3631 / rbauction.com

To: RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

# CONTRACT TO AUCTION

- A. The undersigned (the "Owner") instructs Ritchie Bros. Auctioneers (America) Inc. (the "Auctioneer") to sell, as its agent, the items set out in Clause G below together with any additional items delivered to the site of the auction by Owner (the "Equipment") at an unreserved public auction to be held at Lake Worth, TX on or about May 6-7, 20 15 or at such other place or date as Auctioneer may, at its sole discretion deem appropriate;
- B. The Owner, Guarantor and Auctioneer agree that the terms and conditions of this Contract to Auction shall be those set out hereafter and on page 2 hereof and by executing this Contract Owner and Guarantor extend to Auctioneer the representations and warranties herein;
- C. Owner shall at its cost, deliver the Equipment in a safe condition, in good running order and free of hazardous materials, to the site of the auction as determined by Auctioneer on or before May 1, 20 15;  (Owner Initials)
- D. Owner authorizes Auctioneer to supply such glass and parts and to carry out such welding, steam cleaning, sandblasting, painting and other refurbishing and incur expense for the moving, hauling and storage of the Equipment as Auctioneer at its sole discretion determines and all costs plus a surcharge equal to 10% of such amount shall be at the expense of and paid by Owner, provided however, that the liability of Owner pursuant to this paragraph shall not exceed the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_);
- E. Owner authorizes Auctioneer to supply fuel, batteries and tire repair as Auctioneer determines necessary for the demonstration and sale of the Equipment and all costs incurred shall be at the expense of and paid by Owner.
- F. Owner represents and warrants:
- (a) the Equipment is in a safe condition, in good running order, free of hazardous materials and has never been contaminated by any hazardous material whatsoever,
  - (b) the Equipment is completely and accurately described as set out in Clause G below;
  - (c) Owner is, and on the date of the auction will be, the owner of record and beneficial owner of the Equipment and the Equipment is not, and will not on the date of the auction be, subject to any claim by any person or to any registered or unregistered charges, liens, or interests of any nature excepting only as fully set out in Clause G below
  - (d) the Equipment is not subject to the collection or attraction of any taxes, liens or claims of any authority of competent jurisdiction of any kind and nature, notwithstanding any past, present or future use to which the Equipment may have been, presently is or hereafter may be put;
- G. Complete and accurate description of the Equipment and any encumbrances and liens thereon or contrary interests therein are as follows:

#	Item Description - Year, Manufacturer, Model, Serial Number, Description	Encumbrance Holder (If none, state "nil")	Amount Owed on Encumbrance
	1989 Freightliner T/A Truck Tractor, s/n 1FUWDZYA5KP354616		
	1978 Loadcraft T/A Lowboy Trailer, s/n CB782297		

- H. Owner agrees to pay Auctioneer an auction commission based on the gross sale price of the Equipment or any part thereof as follows:
- (a) for any lot realizing more than \$2,500, 15%; 10%
  - (b) for any lot realizing \$2,500 or less but with a minimum \$100 fee per lot, 25%; and
  - (c) A \$65 document administration fee for each item of Equipment requiring title or registration documents.
- I. In consideration of Auctioneer agreeing to enter into this Contract, the undersigned Guarantor guarantees and agrees with Auctioneer to duly pay any monies which may become due by Owner to Auctioneer, to be bound by and duly perform and observe, punctually, each and every provision of this Contract (including the terms and conditions printed on page 2 hereof); provided, however, that the liability of Guarantor shall not be affected by any extension of time, indulgence or any act whatsoever of Auctioneer done either with or without notice to Guarantor.

THIS CONTRACT TO AUCTION SIGNED ON

April 28, 20 15

AT Decatur, TX

Accepted by  
RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

Curt Albin Curt Albin

Witness as to Owner's and Guarantor's Signatures:

Business Type:

Industry:

MODE OF PAYMENT

- Check  
 Electronic Transfer (complete attached Direction to Pay)

OWNER:

Company Name: Wise County

(Please Print)

Address: P.O. Box 554

Decatur, TX. 76234

Authorized Person: J.D. Clark Title: County Judge

Signature: [Signature]

NOTE:

Telephone: Business: (940) 627-3540

Fax: (940) 627-3573

Residence:

Mobile:

Email: diana.alexander@co.wise.tx.us

GUARANTOR:

Signature: [Signature]

Notes  
Declaration on page 2  
must be completed

Prefer communication by:

- Email  Fax  Mail

Cust. #

3286997

OWNER CODE:

TERMS AND CONDITIONS OF THE CONTRACT TO AUCTION

1. Owner and Auctioneer agree:

- (a) Owner authorizes Auctioneer to (i) carry out title searches in respect of the Equipment at the expense of Owner, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search; (ii) contact creditors to determine amounts claimed against the Equipment;
- (b) Auctioneer may carry out the auction in accordance with its usual procedures, and in particular may group various parts of the Equipment into such lots as it sees fit.
- (c) Auctioneer is constituted as an agent only of Owner and not a principal in the sale of the Equipment;
- (d) Neither Owner, nor any person, or corporation affiliated with, acting as agent for, or for the benefit of, Owner shall bid on the Equipment at the auction; in the event Owner is in violation of this provision, the equipment shall be deemed not sold, the provisions of paragraph 1 (k) shall apply and in addition to any other remedies hereunder the Owner shall pay to Auctioneer as commission upon resale, an amount equal to twenty percent (20%) of the bid price;
- (e) Owner shall deliver to Auctioneer ten (10) days prior to the date of the auction: all documents evidencing Owner's title to the Equipment, all documents required to transfer title to the Equipment to any purchaser, properly endorsed and, where ownership of the Equipment or any part thereof is capable of, or required to be, registered, all properly endorsed documents necessary to permit purchaser to register ownership. Owner acknowledges that without such documents the sale price of the Equipment is expected to be less than that obtained if the documents were provided. Should the Auctioneer be required to purchase titles on the Owner's behalf, the Auctioneer shall be entitled to interest on advanced amounts at a rate of US Bank prime plus 2%. Owner nominates and appoints Auctioneer by purchaser thereof in the event that such documents have not been delivered as required;

(f) Owner shall:

- (i) be responsible for any loss or damage to the Equipment, other than loss or damage resulting solely from the negligence of the Auctioneer or its employees, until the earliest of
  - (A) the removal of the Equipment from the auction site by the purchaser, or
  - (B) receipt by Owner of all proceeds from the sale of the Equipment;
- (ii) insure the Equipment to its full insurable value against all perils so that in the event of damage to or destruction of the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction and payment made to Auctioneer forthwith for
  - (A) commission, based on the fair market value as determined by Auctioneer of the damaged or destroyed Equipment immediately prior to such damage or destruction,
  - (B) repayment of all cash advances, if any, made by Auctioneer to or on behalf of Owner together with interest thereon, and
  - (C) reimbursement of all out-of-pocket costs for refurbishing or repairs done by Auctioneer prior to the damage or destruction.

- (g) (i) Auctioneer may make payments on account of any registered or unregistered charges, liens, taxes or other interests claimed by any person or authority in respect of the Equipment, whether or not disclosed on page 1 hereof, in order to clear title to the Equipment, and
- (ii) ~~Owner shall indemnify and save harmless Auctioneer and any purchasers of the Equipment against any and all loss, costs (including attorney's fees) or damages occasioned by such claims;~~

- (h) Owner shall not withdraw the Equipment or any part thereof from the auction sale. If Owner is in breach of this provision, in addition to other damages which may be assessed, Owner shall pay to Auctioneer all amounts Auctioneer would otherwise be entitled to pursuant to paragraph 2 hereof, based upon the fair market value of the withdrawn Equipment (as determined by Auctioneer). If such breach occurs within 40 days of the auction it may damage Auctioneer's business reputation and customer relations and Auctioneer will not be made whole by monetary recompense. In such event Auctioneer may, at its' sole option, obtain an order for specific performance and Owner will not object;

- (i) Owner authorizes Auctioneer to utilize any part of the Equipment in setting up the auction;

- (j) ~~Owner indemnifies and saves harmless Auctioneer against all suits, actions, costs or charges whatsoever arising from any representations contained herein or from any breach of Owner's obligations, including but not limited to, any inaccuracy in the description of the Equipment or any contamination resulting from any leakage, spills or malfunction of the Equipment;~~

- (k) Auctioneer may, if it deems necessary, re-auction any part of the Equipment not sold or not paid for at the auction and Owner hereby acknowledges that no monies shall be payable by Auctioneer in respect of any part of the Equipment until such part of the Equipment has been paid for in full by the purchaser thereof;

- (l) the auction will be without reserve, the Equipment will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of the Equipment;

- (m) Owner will comply with all laws relating to the sale of the Equipment;

- (n) Auctioneer shall have a lien and charge upon the Equipment and shall be entitled, in addition to all its rights under law, to seize and retain possession of the Equipment as security for, and/or sell the Equipment to recover, all sums owing to Auctioneer hereunder. Auctioneer shall have the right, at its sole option, to register such lien under any personal property security or other laws as may be in effect;

- (o) Auctioneer may, at its sole discretion, in conjunction with the unreserved public auction, offer certain lots to registered bidders using its proprietary online bidding service, or through its silent "timed auction lot" system; however Auctioneer shall not be liable for any claims or costs arising from its decision to utilize such technologies or from its failure to do so.

2. Owner irrevocably assigns to Auctioneer all amounts due pursuant to this Contract and Auctioneer shall apply all amounts collected from the sale of the equipment as follows:

- (a) As payment to, and reimbursement of, the Auctioneer for those amounts allowed by this Contract;
- (b) For payments to lien holders or others as allowed by 1(g)(i) and/or 1(g)(ii) above;
- (c) As payment to Auctioneer for outstanding accounts for purchase made by the Owner pursuant a Bidder's Registration Agreement for this or any other auction;
- (d) Balance, if any, will be mailed to the Owner, by prepaid post or as otherwise instructed in writing, on or before the twenty-first (21st) day following the auction.

3. The Auctioneer shall have the right, at its discretion, to (i) withdraw from this Contract and its obligations hereunder shall be unenforceable by Owner, or (ii) rescind the sale of the Equipment to a purchaser in whole or in part if there is insufficient equity in the Equipment to pay those amounts allowed by this Contract or the Owner is in breach of any of its representations and warranties hereunder; however, notwithstanding the foregoing, in the event the Equipment is sold, Owner shall pay to Auctioneer any deficiency arising in the event gross proceeds collected from the sale of the Equipment are insufficient to allow payment of those amounts. Auctioneer has the right to submit any amounts due and owing from the Owner under the Contract to a collections agency.

4. ~~Should Auctioneer be required to participate in any action to either enforce the terms of this Contract or as a result of other activities of Owner, Auctioneer shall be entitled to recover all its costs including lawyer's fees.~~

5. Owner authorizes Auctioneer to use Owner's name, trademark or logo in advertising the auction.

6. Owner acknowledges that Auctioneer may charge purchasers an administrative fee based on the selling price of each lot.

7. This Contract, which may be amended only in writing, constitutes the entire agreement and takes the place of prior contracts or understandings between the parties and inures to the benefit of and is binding upon their heirs, executors, administrators, successors and assigns.

8. This Contract is subject to and governed by the laws of the State of Washington. Any disputes arising from or relating to this Contract shall be resolved in a court of competent jurisdiction in: (a) any state in which the Owner has a place of business, assets, or agent for service of process; or (b) King County, Washington. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts.

9. Information provided in this Contract shall be retained by the Auctioneer in accordance with its formal Privacy Statement, available at www.rbauction.com.

10. Receipt by Auctioneer via facsimile of a signed copy of this Contract shall, upon acceptance by Auctioneer, be considered binding on both parties.

I solemnly declare that I am (the agent of) the Owner of the Equipment set out on the reverse hereof and as such have knowledge of the matters set out in this Contract to Auction and that the representations and warranties made herein are accurate, complete and have been made for the purpose of inducing the Auctioneer to accept the engagement for the sale of the Equipment.

Made this 28 day of April 20 15

at Wise County

in the State of TEXAS

[Signature]

J.D. Clark (Print Name)

OWNER CODE:

JDC CA

JDC CA

JDC CA

JDC CA

Wise County

**TEXAS DISCLOSURE NOTICE**  
**RITCHIE BROS. AUCTIONEERS (AMERICA) INC.**

Our auctions are regulated by the Texas Department of Licensing and Regulation. See contact information below:

Texas Department of Licensing and Regulation  
P.O. Box 12157, Austin, Texas 78711  
Telephone: (512) 463-6599  
Website Address: [www.tdlr.texas.gov](http://www.tdlr.texas.gov)

JDC



**Court Payment Card Processing Participation Agreement**

This Payment Card Processing Participation Agreement ("Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Wise County (the "Court").

WHEREAS, Tyler and the Texas Office of Court Administration ("OCA") have entered into a certain Electronic Filing Agreement dated November 8, 2012 (the "eFile Agreement") whereby Tyler has made available to Court Tyler's electronic filing system; and

WHEREAS, through the said electronic filing system, certain Registered Users may submit payment for statutory courts costs and fees through the eFile System provided Court is enrolled in a Court Payment Card Processing Participation Agreement; and

WHEREAS, Tyler has contracted with a national banking association ("Member"), a payment processor ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS, Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule 1; and

WHEREAS, Tyler shall submit Transactions on behalf of Court in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Court agree as follows:

A. Tyler shall furnish the services described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule 1. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

By:

Name:

Title:

Date:

*[Signature]*  
JEFF PUCKETT  
VP SALES, C.S.U.  
4-15-2015

Court:

By:

Name:

Title:

Date:

*[Signature]*  
JD Clark  
County Judge  
4-13-15

## Merchant Payment Card Processing Agreement Terms and Conditions

### 1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Court is contracting with Tyler to obtain Card processing services on Court's behalf.

1.2. Court acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Court hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Any terms not otherwise defined herein shall have the same meaning as provided in the eFile Agreement which is incorporated herein by reference.

1.4. Court shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing the Member Bank Agreement, Court is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Court agrees to comply with Association Rules as they pertain to Transactions submitted for processing through the Tyler service. For purposes of processing Transaction hereunder, it is understood and agreed that references to "Merchant" herein and/or in the Member Bank Agreement are intended to mean the Court.

1.5. Court acknowledges that Tyler may have agreed to be responsible for Court's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Tyler shall be entitled to invoice Court for any fees, charges, debits or costs actually paid by Tyler arising out of any claim, complaint, or Chargeback made or claimed by a Cardholder with respect to any Transactions submitted by Court.

### 2. SETTLEMENT AND CHARGEBACKS

2.1. Merchant Bank Account. In order to receive funds, Court must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Court agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Court is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

2.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Court.

2.3. Retrieval Requests. Court is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Court is responsible for any Chargebacks that result from Court's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

### 3. FEES AND INVOICING

3.1. Processing Fees. Court agrees that Tyler may assess the Processing Fees set forth in Schedule 1 for services provided by Tyler in accordance with this Agreement. For payments that are initiated through the eFiling System, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions, except Other Fees as provided herein, will be paid.

3.2. Adjustments to Pricing. Tyler may modify the pricing on Schedule 1 with thirty (30) days' prior written notice. In addition, by giving written notice to Court, Tyler may change Court's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Court. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Court.

3.3. Other Fees. In the event of a Chargeback by a consumer, the amount of any disputed charge may be deducted by the Member Bank from Court's Member Bank Account pursuant to the Member Bank Agreement. In such event, Tyler may additionally assess to the Court the chargeback fee listed in Schedule 1. If instead of deducting funds from Court's Merchant Account, the Member assess chargebacks, claims or disputed sums to Tyler, Tyler shall invoice the same to the Court as Other Fees hereunder.

### 4. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Court shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Court; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Court's existing Member Bank Agreement, then Court shall have the right to terminate this Processing Agreement.

### 5. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

5.1. Protection of Tyler Confidential and Proprietary Information. Court shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Court shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Court shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 5.1 and shall be responsible for breaches by such persons.

5.2. Judicial Proceedings. If Court is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Court shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Court nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Court may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Court uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

5.3. Tyler Protection of County Info. Tyler expressly agrees that it will not use any of Court's confidential information it may obtain under this Processing Agreement for its own benefit except as necessary in performance of this Agreement, and agrees that it will not disclose any of COURT'S information to unauthorized third parties and will take care to guard the security of the information at all times.

### 6. REPRESENTATIONS AND WARRANTIES

6.1. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

6.2. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further

represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.

#### 7. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO COURT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

#### 8. TAXES

8.1. Tax Exempt Status. Court is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

8.2. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

#### 9. TERM, SUSPENSION, AND TERMINATION

9.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date hereof and shall continue in effect for three years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 9.2.

9.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section 9.2.

(a) For purposes of this Section, "Cause" means either:

- (i) a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
- (ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;
- (iii) the failure by Court to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
- (iv) breach of Section 5; or
- (v) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a

receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Processing Agreement under Section 9.2(a)(i) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 10 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 9.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

9.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 5; 7; 8; ~~Error! Reference source not found.~~ 10, 11 and 12.

#### 10. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Court and Tyler's Vice President of Courts and Justice Systems Division assigned to Court's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Court's chief executive officer or other individual reasonably designated by Court and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation. The foregoing shall not apply to claims for equitable relief under Section 7.

#### 11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

11.4. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.5. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

11.6. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

11.7. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

11.8. Governing Law and Venue. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Texas, without regard to or application of choice of law rules or principles. Venue of this contract shall be the State or Federal Courts in Wise County, Texas.

11.9. Duty To Report Problems: Tyler agrees to advise Court of errors, mistakes, problems or any other problematic issue(s) with regard to this Processing Agreement that become known to Tyler and affecting County's use of the services provided hereunder and will make good faith efforts to correct any errors or assist Court in notifying relevant Processor to correct errors that come to light in a timely and reasonable manner.

11.10. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Court may, upon the written request, audit any and all records of Tyler relating to services provided herein. Court shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Court as a part of this Processing Agreement. Tyler shall make such books and records available to Court during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Court's sole expense.

11.11. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.12. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

11.13. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with

respect to its respective obligations set forth in Section 5 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

## 12. CERTAIN DEFINITIONS

12.1. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Court has made.

12.2. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

12.3. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Court's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Court in breach hereof; (b) becomes available to Court on a non-confidential basis from a source other than Tyler; (c) is not prohibited from disclosing such information by obligation to Tyler; (d) is known by Court prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Court independently of any disclosures made by Tyler.

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(Schedule 1)  
**Merchant Payment Card Processing Fees**

**MERCHANT:**

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**PROCESSING FEES**

A convenience fee of 2.89% will be assessed to consumers for each electronic payment transaction initiated that flows through the eFiling System when using a credit or debit card.

**ACCEPTED CARD TYPES**

Visa, MasterCard, Discover and AMEX will be accepted.

**OTHER FEES**

A \$20.00 fee shall be assessed for each chargeback transaction received.

Chargebacks and returns may be withdrawn from the Merchant Bank Account by the Member pursuant to the Member Bank Agreement.

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# CovertTrack Group, Inc.

CovertTrack Group, Inc.  
 8361 E Gelding Dr.  
 Scottsdale, AZ 85260

(480)661-1916  
 admin@gpsintel.com  
 http://www.coverttrackgroup.com

## Invoice

Date	Invoice #
02/17/2015	10630
Terms	Due Date
Net 30	05/05/2015

Bill To
Sgt. Blake Walls Wise County Sheriff's Office Accounts Payable P.O. Box 899 Decatur, TX 76234

Ship To
Sgt. Blake Walls Wise County Sheriff's Office Blake Walls/Purchasing 200 Rook Ramsey Dr. Decatur, TX 76234

Amount Due	Enclosed
\$225.21	

Please detach top portion and return with your payment

Ship Via	Tracking No.	N/E/R	PO Number	FO Number
NA	NA	R	Called & Requested	NA

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>• Renewal (137 days) unlimited 5 Second Updates &amp; Annual Subscription to Access the CovertTrack Mapping Product 05/17/2015-09/30/2015                Device ID#: A1000021D8FB4B (Replaced 867844001053373)</li> </ul>	1	225.21	225.21
<b>Total</b>			<b>\$225.21</b>

THANK YOU for your business!  
 \*\*\*PLEASE FORWARD TO YOUR ACCOUNTS PAYABLE DEPT\*\*\*