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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13186 • Austin, TX 78711-3186

04/22/2016

DIANA ALEXANDER
WISE COUNTY
PO BOX 952
DECATUR TX 76234

First Notice

**State of Texas Cooperative Purchasing Program (CO-OP)
Annual Membership Participation Fee**

Account number: C2490

Authorized signers: DIANA ALEXANDER
JD CLARK

Primary e-mail address: diana.alexander@co.wise.tx.us

Secondary e-mail address:

NOTE: If your agent of record (contact person) has changed, please go to www.comptroller.texas.gov/procurement/prog/coop/coopform and complete the name change form.

DUE DATE: 06/25/2016

State of Texas CO-OP annual membership participation fee: \$100

Please make your check payable to: State Comptroller

Mailing address: Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711

Questions? Call 512-463-3368, or e-mail coop@cpa.texas.gov.

Amount enclosed: \$ _____

NOTE: Payment must be received by the due date to ensure uninterrupted access to CO-OP membership contracts.

Return this invoice with payment



QUOTATION

40 Parker Irvine, CA 92618-1604

Quote Number 00141046

1.800.326.4890

Created Date 5/5/2016

Expiration Date 6/4/2016

customerorders@masimo.com

Attn

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

Contact Name Charles Dillard
Phone 940-393-9789
Email crdillard@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

Prepared By Nasha Fryer
Title Inside Sales Representative II

Delivery: 2-4 weeks after receipt of order

Email nfryer@masimo.com

Shipping Point: Origin. Shipping charges prepaid & invoiced

Phone (949) 297-7685

Price: Excludes sales tax and shipping charges

Despite anything to the contrary in this contract, the laws of the state of Texas shall apply to this contract.

Quote Line Items

Product Code	Product	Sales Price	Quantity	Total Price
3471	PROTECTION + COMPLETE FOR RAD-57, 1 Yr	USD 297.00	2.00	USD 594.00

Totals

Total Price	USD 594.00
Grand Total	USD 594.00

Special Instructions Protection+ for the following 2 Rad 57's:
70777 & 714805

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

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.



TERMS AND CONDITIONS

- 1) **TERMS AND CONDITIONS**
 - a) 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.
- 2) **PACKAGING AND SHIPPING**
 - a) 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.
- 3) **SHIPMENT AND RISK OF LOSS**
 - a) Shipping point and Risk of Loss shall be FCA shipment origin; freight prepaid and add, in accordance with the most recent version of INCOTERMS.
 - b) Masimo reserves the right to make partial deliveries.
 - c) 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.
- 4) **PAYMENT, SERVICE CHARGE AND TAXES**
 - a) Payment is due net thirty (30) days from invoice date subject to credit approval.
 - b) Service charges of 1 1/2 % per month or the maximum rate permitted by law, if lower, may be charged on past due amounts.
 - c) 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.
- 5) **LIMITED USE**
 - a) **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.
 - b) **Qualified Personnel.** Customer will not permit the Equipment to be used by anyone other than Customer's qualified and trained personnel.
 - c) **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.
 - d) **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.
- 6) **LICENSE**
 - a) **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.
 - b) **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.
 - c) **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.
 - d) **No Modifications.** Customer may not reverse engineer, copy, modify, loan, rent, lease, assign, transfer, or sublicense 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.**
 - a) **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.
 - b) **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. ReSpensible 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.
 - c) **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.

8) LIMITATION OF LIABILITY.

- a) 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.

- a) 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.
- b) 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.
- c) 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.

10) RELATIONSHIP BETWEEN PARTIES

- a) Nothing in this Agreement shall be construed as creating any partnership, joint venture or agency between the parties.

11) NOTICES

- a) 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.

12) APPLICABLE LAW

- a) This Agreement is governed by the laws of the State of California without regard to its conflict of laws provisions.

13) LEASE TRANSACTIONS:

- a) 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.

14) TECHNOLOGY

- a) 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.

15) REIMBURSEMENT COVERAGE:

- a) 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.

16) SALES FINAL

- a) 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.

17) SAFE HARBOR

- a) 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.

18) COMPLIANCE WITH LAWS

- a) 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.

19) GOVERNMENT CONTRACTS

- a) 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.

20) ACKNOWLEDGEMENT AND ACCEPTANCE

- a) 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

- a) 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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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Masimo, Inc
Irvine, CA United States

Certificate Number:
2016-50931

Date Filed:
05/05/2016

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

Date Acknowledged:
5-16-16

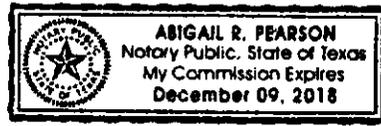
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-1901752
Emergency Medical Services Supplies and Equipment

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.

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



David Ray
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said David Ray this the 16 day of May 2016 to certify which, witness my hand and seal of office.

Abigail R. Pearson Abigail R. Pearson Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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WISE COUNTY ASSET CONTROL OFFICE
P.O. Box 952
400 W Walnut
Decatur, TX 76234

Phone – 940-627-3312

Fax – 940-627-4717

May 17, 2016

Stryker -
Attn: Heidi McGregor
Email: Heidi.mcgregor@stryker.com

Dear Ms. McGregor,

This letter represents our purchase order per attached Quote 4641210. The purchase price is \$39,445.38. Our purchase is for a **quantity of 1**. Our **purchase order number is 2016-43**. Please specify EMS on invoice(s).

If you have any questions, please contact me.

All invoices should be sent to:
County Auditor
P.O. Box 899
Decatur, TX 76234

The item needs to be drop shipped to:

Frazer, LTD
7227 Rampart St
Houston, TX 77081

MUST ARRIVE BY AUGUST 15 2016 FOR INSTALLATION.

Sincerely,
Diana Alexander
Asset Control Specialist

Cc: Auditor, EMS



Comprehensive Quotation

Sales Account Manager
 Heidi McGregor
 heidi.mcgregor@stryker.com
 1-800-327-0770
 Fax: 505-212-0143

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1172080
 WISE COUNTY EMS
 1101 ROSE AVE
 DECATUR, TX 76234

Shipping Address
 1172080
 WISE COUNTY EMS
 1101 ROSE AVE
 DECATUR, TX 76234

Billing Address
 1172079
 WISE COUNTY EMS
 PO BOX 899
 DECATUR, TX 76234

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	4641210	01/05/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$17,958.51	\$17,958.51	
		Options				
	1	Power-PRO XT	6506000000	\$12,941.37	\$12,941.37	
	1	XPS Option	6506040000	\$1,627.29	\$1,627.29	
	1	Power-LOAD Compatible Option	6506127000	\$1,377.81	\$1,377.81	
	1	Knee-Gatch/Trendelenburg	6500082000	\$648.81	\$648.81	
	1	Steer Lock Option	6506038000	\$622.89	\$622.89	
	1	3 Stage IV Pole PR Option	6500315000	\$279.45	\$279.45	
	1	Base Storage Net	6500160000	\$157.95	\$157.95	
	1	Retractable Head Section O2	6085046000	\$149.04	\$149.04	
	1	Head End Storage Flat	6500128000	\$111.78	\$111.78	
	1	Equipment Hook	6500147000	\$42.12	\$42.12	
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	No Runner/HE O2	0054200994			
	1	English Manual	6506600000			
	1	Short Hook	6080036017			
	1	XPS Knee Gatch Bolster Matrss	6500003130			
	1	3 YR X-Frame Powertrain Wmty	7777881659			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	Power Trade-in 2016	9999999920			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
	1	Dual Wheel Lock	6086602010			
	1	120V AC SMRT Charging Kit	6500028000			
3.00	1	PowerLOAD	6390000000	\$20,993.58	\$20,993.58	
		Options				
	1	PowerLOAD	6390000000	\$20,993.58	\$20,993.58	
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
	1	UNIVERSAL FLOORPLATE OPTION	6390028000			
	1	Standard Comp 6390 Power Load	6390026000			
5.00	1	Mass Casualty Fastener	6391000000	\$493.29	\$493.29	
		Options				
	1	Mass Casualty Fastener	6391000000	\$493.29	\$493.29	
	1	Short Rail Option	6362020000			
	1	Domestic Manual	6370009001			
	1	Power LOAD Mass Cas Floor Moun	6391001002			



Comprehensive Quotation

Sales Account Manager

Heidi McGregor
heidi.mcgregor@stryker.com
1-800-327-0770
Fax: 505-212-0143

Remit to:

P.O. Box 93308
Chicago, IL 60673-3308

Note:

[Empty box for notes]

Product Total	\$39,445.38
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$39,445.38

Signature:

Title/Position:

County Judge

Date:

5-16-16

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Warranty

Stryker EMS, a division of the Stryker Corporation, offers two distinct warranty options in the United States:

One (1) year parts and labor. Under this option, Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective.

Two (2) year parts. Under this option, Stryker EMS warrants to the original purchaser that non-expendable components of its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of two (2) years after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts for, or replacing, at its option, any product which is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, I.V. poles, storage nets, storage pouches, oxygen straps, batteries, and other soft goods, have a one (1) year limited warranty with this option.

Under either warranty option, Power-LOAD is designed for a 7 year expected service life under normal use, conditions, and with appropriate periodic maintenance as described in the maintenance manual for the device. Stryker warrants to the original purchaser that the welds on Power-LOAD will be free from structural defects for the expected 7 year life of Power-LOAD as long as the original purchaser owns the product.

If Stryker requests products or parts for which an original purchaser makes a warranty claim, the purchaser shall return the product or part prepaid freight to Stryker's factory.

Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgement affects the product materially and adversely, shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. STRYKER MAKES NO OTHER WARRANTY OR REPRESENTATION EITHER EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STRYKER BE LIABLE HEREUNDER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER RELATED TO SALES OR USE OF ANY SUCH EQUIPMENT.

Warranty

STRYKER EMS RETURN POLICY

Cots, Stair Chairs, Evacuation Chairs, Power-LOAD and Aftermarket Accessories may be returned up to 180 days of receipt if they meet the following guidelines:

Prior to 30 Days

- 30 day money back guarantee in effect
- Stryker EMS is responsible for all charges
- Returns will not be approved on modified items

Prior to 90 Days

- Product must be **unused, undamaged** and in the original packaging
- Customer is responsible for a 10% restocking fee

Prior to 180 Days

- Product must be **unused, undamaged** and in the original packaging
- Customer is responsible for a 25% restocking fee

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items.

SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. **DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT.** Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full.

Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Please contact your local Stryker Medical representative for additional information.

PATENT INFORMATION

Power-LOAD is covered by one or more of the following patents:

United States 7,478,855 7,520,551 7,540,547

Other Patents Pending

Warranty

Stryker EMS, a division of the Stryker Corporation, offers one warranty option in the United States:

Two (2) year parts and labor. Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of two (2) years after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, I.V. poles, storage nets, storage pouches, oxygen straps, and other soft goods, have a one (1) year limited warranty.

The Stryker Power-PRO XT is designed for a 7 year expected service life under normal use conditions, and with appropriate periodic maintenance as described in the maintenance manual. Stryker warrants to the original purchaser that the welds on the Power-PRO XT will be free from structural defects for the expected 7 year life of the product as long as the original purchaser owns the product. Original purchasers will also obtain a three (3) year limited parts warranty for the X-frame components of the Power-PRO cot and a three (3) year limited power train warranty covering the motor pump assembly and hydraulic cylinder assembly. Stryker's obligation under this three (3) year limited warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any part that is, in the sole discretion of Stryker, found to be defective.

SMRT Power Warranties. Stryker EMS warrants the SMRT Charger for the same duration as the Stryker product for which it is furnished. All SMRT Paks are warranted to be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year.

Upon Stryker's request, purchaser shall return to Stryker's factory any product or part (freight prepaid by Stryker) for which an original purchaser makes a warranty claim.

Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgment affects the product materially and adversely, shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. STRYKER MAKES NO OTHER WARRANTY OR REPRESENTATION EITHER EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STRYKER BE LIABLE HEREUNDER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER RELATED TO SALES OR USE OF ANY SUCH EQUIPMENT.

DeWALT® Product Warranty

Any DeWALT® product purchased from Stryker EMS is covered for a period of one (1) year after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective.

Warranty

STRYKER EMS RETURN POLICY

Cots, Stair Chairs, Evacuation Chairs, Cot Fasteners and Aftermarket Accessories may be returned up to 180 days of receipt if they meet the following guidelines:

Prior to 30 Days

- 30 day money back guarantee in effect
- Stryker EMS is responsible for all charges
- Returns will not be approved on modified items

Prior to 90 Days

- Product must be **unused, undamaged** and in the original packaging
- Customer is responsible for a 10% restocking fee

Prior to 180 Days

- Product must be **unused, undamaged** and in the original packaging
- Customer is responsible for a 25% restocking fee

RETURN AUTHORIZATION

Stryker customer service department must approve any merchandise return and will provide an authorization number to be printed on any returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. **SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN.**

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. **DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT.** Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full.

Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Please contact your local Stryker Medical representative for additional information.

PATENT INFORMATION

The Stryker Power-PRO XT cot is covered by one or more of the following patents:

United States	5,537,700	5,575,026	6,908,133	7,398,571	7,540,047
Other patents pending					

The Stryker SMRT Power System is covered by one or more of the following patents:

United States	5,977,746	6,018,227
Other patents pending		

Invoice Terms and Conditions

1. **General.** "Seller" means Stryker Corporation, a Michigan corporation, and/or any division or subsidiary identified on the front of this invoice. "Buyer" means the person, firm or corporation executing an order for goods supplied by Seller (hereinafter "Products"). Seller shall be bound by all terms and conditions of this invoice upon the occurrence of any of the following: (a) an order or acceptance is received from Buyer in response to Seller's quotation, or (b) written acceptance of Buyer's order is delivered to Buyer by Seller, or (c) Seller shall not have tendered refusal of such order to Buyer within thirty (30) days after receipt by Seller of such order. These Terms and Conditions are in lieu of and replace any and all terms and conditions set forth in any documents issued by Buyer. Any additional, different, or conflicting terms and conditions on any such document issued by Buyer at any time are hereby rejected by Seller and shall not be binding in any way on Seller.

2. Price.

(a) Unless otherwise indicated, prices do not include, and Buyer is responsible for and agrees to pay (unless Buyer shall provide Seller at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or custom authorities), all sales, use, value added, excise and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated, except for Seller's franchise taxes and taxes on Seller's net income. If applicable, a separate charge for taxes will be shown on Seller's invoice.

(b) The price shown on this invoice is net of discounts provided at the time of purchase. Some of the Products listed on this invoice may be subject to rebates or discounts, for which separate documentation is provided by Seller. Buyer must (i) claim the value of all rebates or discounts in the buyer fiscal year earned or the immediately following fiscal year, (ii) properly report and appropriately reflect discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third-party payors as required by law or contract, and (iii) provide agents of the United States or a state agency with access to all information from Seller concerning discounts and rebates upon request.

3. **Payment Terms.** Unless otherwise indicated, this invoice shall be paid in full by Buyer net thirty (30) days. Any amount not paid on time may be subject to a late fee of 1 1/2% per month prorated (18% per annum), or the maximum interest rate allowable by law whichever is the highest. Additionally, Buyer may be subject to a fee of Fifty Dollars (\$50.00) USD for any checks returned unpaid to Seller for any reason. In the event an attorney is employed or expense is incurred to compel payment of the invoice or to declare any action or proceeding is commenced, Buyer agrees to pay all costs and expenses associated with collection of unpaid sums, including but not limited to attorney's fees. Seller, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing is received by Seller.

4. **Delivery and Title.** Unless otherwise provided on the face of this invoice, delivery terms are FOB Seller's plant. Delivery shall be deemed to have been made when Buyer's shipment has been delivered to a carrier, specified by Buyer on purchase order or equivalent. In the event that Buyer does not specify the carrier, the carrier may be at Seller's option. Title of the Products sold hereunder shall pass to Buyer upon delivery by Seller. However, Buyer hereby agrees that Seller shall retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Seller shall have been paid in full. Upon any default by Buyer hereunder Seller shall have any and all rights and remedies of secured party under the Uniform Commercial Code which right shall be cumulative.

5. **Inspection and Acceptance.** Upon receipt of the Products, Buyer agrees to inspect and/or test the Products. The Products shall be deemed accepted by Buyer unless Buyer provides Seller a timely written notice specifically noting any defects or discrepancies in the quality or quantity of the Products received. All notices regarding nonconforming Products, shortages, rejection or revocation of acceptance must be made in writing and received by Seller no later than thirty (30) days from the date of Seller's invoice, which Buyer agrees is a reasonable time frame within which to diligently inspect and provide notice to Seller. Buyer waives any right to reject the shipment or revoke acceptance thereafter.

6. Warranties, Indemnity and Limitations of Liability.

(a) Unless otherwise provided in Seller's Price Catalog, the Products are warranted free from manufacturing and material defects for a period of one year after delivery of same. Any Products that become defective during this period shall be repaired or replaced either at Seller's plant or Buyer's location, such determination being at Seller's sole discretion. All warranties hereunder are made subject to the proper use by Buyer in the application for which such products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, modified, refurbished or repaired without the prior consent of Seller, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. In any event, Seller's liability shall be limited to the replacement value of any damaged or defective part. THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 6 IS

THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THESE TERMS AND CONDITIONS AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY SELLER, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Stryker will hold Buyer harmless from and will indemnify Buyer for any and all liability incurred resulting directly from a defect in workmanship or design of the product. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the product; or (c) the use of any product not purchased from Stryker or product that has been modified, altered or repaired by any person other than an employee or agent of Stryker. Buyer shall hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (a), (b), or (c) arising from the acts of the negligent acts or omissions of Buyer or its officers, employees or agents.

(c) In no event will Stryker's liability arising in connection with or under this invoice (whether under the theories of breach of contract, tort, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) exceed the purchase price, current market value or residual value of the Products whichever is less. BUYER WILL IN NO EVENT BE ENTITLED TO, AND STRYKER WILL NOT BE LIABLE FOR, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE.

7. **Force Majeure.** Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

8. **Default and Cancellation.** In the event of Buyer's default in payment for the Products purchased hereunder upon the terms and conditions agreed upon with Seller, Buyer shall be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Seller in collection of any sums owing by Buyer, and Seller shall not be obligated to make any further deliveries to Buyer. Should Buyer elect to cancel its order, in whole or in part, Buyer shall be liable to Seller for reasonable cancellation charges that shall include but not be limited to all costs and expenses incurred by Seller in connection with procuring and filling Buyer's purchase order.

9. **Returns.** Products returned by Buyer for credit, replacement and/or repair shall be in accordance with the return policy of Seller, a copy of which may be obtained upon written request to Seller.

10. **Compliance With Law; Not For Resale or Export.** Buyer agrees to comply with all applicable laws and regulations of the various states and of the United States in the use of the Products. Buyer agrees and represents that it is buying for its own internal use only, and not for resale or export.

11. **General.** Except as provided below, neither Party may assign this Agreement without the prior written consent of the other Party, except that Stryker will have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement will be binding upon, will inure to the benefit of, and be enforceable by successors and assigns of the Parties to this Agreement. This Agreement will not confer any right or remedy upon any person other than the Parties hereto and their respective successors and permitted assigns. This Agreement and document referred herein constitutes the entire agreement between the Parties with respect to this subject matter, and any modification or amendments to this Agreement must be in writing and signed by both Parties. If any provision of this Agreement is deemed illegal, invalid or unenforceable the Parties will endeavor to replace it by another provision that will as closely as possible reflect their original intention. No right or remedy conferred in this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy given now or existing in law or in equity or by statute. The validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. IN NO EVENT WILL EITHER PARTY BE LIABLE (WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS). This Agreement will be governed by and construed in accordance with the laws of the State of Michigan as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

Texas TX
JDC
WJH

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2016-54207

Date Filed:
05/12/2016

Date Acknowledged:
5-16-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stryker Medical
Portage, MI 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 services, goods, or other property to be provided under the contract.
2016-43
EMS Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stryker Medical	Portage, MI 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.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said 13, this the may day of 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Irina Belov

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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Surplus County Property Purchasing Agreement

This Agreement is made and entered into effective as of the last signature dated below, by and between the following: **Chico, Texas**, a political subdivision of the State of Texas (namely for the Chico Police Department) ("City of Chico"); and, **Wise County, Texas**, a political subdivision of the State of Texas ("Wise County").

Whereas, Wise County Commissioners' Court declared the equipment in attached Exhibit "Exhibit A" (collectively referred to hereafter as the "Equipment") as surplus under Local Government Code Chapter 263 Subchapter D;

Whereas, Wise County has concluded it has no foreseeable need of the Equipment;

Whereas, City of Chico has need of the above mentioned Equipment;

Whereas, Wise County desires to sell the Equipment and City of Chico desires to purchase the Equipment for the total price of one dollar (\$1.00). ;

Whereas, it would be mutually beneficial to the citizens of Wise County and City of Chico for Wise County to sell and City of Chico to purchase the Equipment inasmuch as the Chico Police Department will use the equipment for public safety purposes in Wise County;

Now, therefore, in consideration of the mutual covenants and agreements herein contained the parties hereto contract, covenant and agree as follows:

Section 1. Obligations of Wise County.

Wise County will, upon the approval of this Agreement by its Commissioners Court and approval by the City of Chico, transfer title to and possession of said Equipment to City of Chico. The transfer will take place in Wise County, Texas, which shall be designated by the Wise County Sheriff.

Section 2. Obligations of City of Chico

City of Chico will, upon the approval of this Agreement by the City of Chico and Wise County, pay to Wise County the sum of one dollar (\$1.00) as full payment of the purchase price of the Equipment. City of Chico will be responsible for transport of the equipment from Wise County to City of Chico and all associated expenses.

Section 3. No Warranties or Representations.

THE EQUIPMENT SOLD, TRANSFERRED AND CONVEYED TO CITY OF CHICO FROM WISE COUNTY IS TRANSFERRED AND DELIVERED "AS IS" AND "WITH ALL FAULTS"; FURTHERMORE, WISE COUNTY EXCLUDES ALL WARRANTIES AND REPRESENTATIONS (OTHER THAN THOSE OF TITLE), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 4. Compliance with Laws and Regulations.

All parties understand and agree that it is the intent of the parties to operate fully and completely in compliance with all applicable federal, state, and local laws and regulations.

Section 5. Miscellaneous.

- A. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- B. Any monies mentioned in this Agreement will be paid out of current funds then available.
- C. This Agreement has been duly and properly approved by the parties' governing bodies.
- D. This Agreement constitutes a binding obligation on each party.
- E. This Agreement shall be construed in accordance with the laws of the State of Texas.
- F. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- G. This Agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.
- H. For and in consideration of, and in reliance on, the promises, covenants, and agreements contained in this document, we the parties to this agreement, execute this Agreement to be effective as of the date of the last signature dated below.

Approved

City of Chico , Texas

By: _____
Name: Karen Garrison
Title: Mayor-City of Chico

Date: _____

Attest:

Name:
Title:

Approved

Wise County, Texas

By: _____
Name: J.D. Clark
Title: Wise County Judge

Date: _____

Attest:

Sherry Parker-Lemon, Wise County Clerk
Wise County Commissioners Court

Exhibit "A"

CITY OF CHICO

ASSET NUMBER	DESCRIPTION	SERIAL NUMBER
13624	DELL LATITUDE E6400 XFR LAPTOP	GTOKPQ1
20437	HAVIS DOCKING STATION	0413D1100649

184

Surplus County Property Purchasing Agreement

This Agreement is made and entered into effective as of the last signature dated below, by and between the following: **Chico, Texas**, a political subdivision of the State of Texas (namely for the Chico Police Department) ("City of Chico"); and, **Wise County, Texas**, a political subdivision of the State of Texas ("Wise County").

Whereas, Wise County Commissioners' Court declared the equipment in attached Exhibit "Exhibit A" (collectively referred to hereafter as the "Equipment") as surplus under Local Government Code Chapter 263 Subchapter D;

Whereas, Wise County has concluded it has no foreseeable need of the Equipment;

Whereas, City of Chico has need of the above mentioned Equipment;

Whereas, Wise County desires to sell the Equipment and City of Chico desires to purchase the Equipment for the total price of **one dollar (\$1.00)**. ;

Whereas, it would be mutually beneficial to the citizens of Wise County and City of Chico for Wise County to sell and City of Chico to purchase the Equipment inasmuch as the Chico Police Department will use the equipment for public safety purposes in Wise County;

Now, therefore, in consideration of the mutual covenants and agreements herein contained the parties hereto contract, covenant and agree as follows:

Section 1. Obligations of Wise County.

Wise County will, upon the approval of this Agreement by its Commissioners Court and approval by the City of Chico, transfer title to and possession of said Equipment to City of Chico. The transfer will take place in Wise County, Texas, which shall be designated by the Wise County Sheriff.

Section 2. Obligations of City of Chico

City of Chico will, upon the approval of this Agreement by the City of Chico and Wise County, pay to Wise County the sum of **one dollar (\$1.00)** as full payment of the purchase price of the Equipment. City of Chico will be responsible for transport of the equipment from Wise County to City of Chico and all associated expenses.

Section 3. No Warranties or Representations.

THE EQUIPMENT SOLD, TRANSFERRED AND CONVEYED TO CITY OF CHICO FROM WISE COUNTY IS TRANSFERRED AND DELIVERED "AS IS" AND "WITH ALL FAULTS"; FURTHERMORE, WISE COUNTY EXCLUDES ALL WARRANTIES AND REPRESENTATIONS (OTHER THAN THOSE OF TITLE), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 4. Compliance with Laws and Regulations.

All parties understand and agree that it is the intent of the parties to operate fully and completely in compliance with all applicable federal, state, and local laws and regulations.

Section 5. Miscellaneous.

- A. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- B. Any monies mentioned in this Agreement will be paid out of current funds then available.
- C. This Agreement has been duly and properly approved by the parties' governing bodies.
- D. This Agreement constitutes a binding obligation on each party.
- E. This Agreement shall be construed in accordance with the laws of the State of Texas.
- F. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- G. This Agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.
- H. For and in consideration of, and in reliance on, the promises, covenants, and agreements contained in this document, we the parties to this agreement, execute this Agreement to be effective as of the date of the last signature dated below.

Approved

City of Chico , Texas

By: _____
Name: Karen Garrison
Title: Mayor-City of Chico

Date: _____

Attest:

Name:
Title:

Approved

Wise County, Texas

By: _____
Name: J.D. Clark
Title: Wise County Judge

Date: _____

Attest:

Sherry Parker-Lemon, Wise County Clerk
Wise County Commissioners Court

Exhibit "A"

CITY OF CHICO

ASSET NUMBER	DESCRIPTION	SERIAL NUMBER
13624	DELL LATITUDE E6400 XFR LAPTOP	GTOKPQ1
20437	HAVIS DOCKING STATION	0413D1100649

18g

WEST ORDER FORM - Conversion to Assured Print Pricing Service
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Donald Hayes 0165407</u>		* R E Q U I R E D *
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000701417</u>	Quote # _____	PO # _____	Date <u>4/29/2016</u>	I F N E E
Name/Subscriber <u>WSE COUNTY COURT AT LAW 1</u>		Bill To Acct # _____		
Order Confirmation Contact Name <u>JENNY SMITH</u>				
E-Mail <u>jenny.smith@co.wise.tx.us</u>				
Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>	
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____	State _____	County _____	Zip _____	

	Print Product(s) Converting to Assured Print Pricing	
--	---	--

Full Svc #	Assured Print Pricing Service Products	Quantity	Monthly Charges	Other	Monthly Charges
	See attached Worksheet				

Notes: _____

*** Total Monthly Charges \$ 29.00**

*Total Monthly Charges includes charges from Attachment (795.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

New Assured Print Pricing Service Products					
Full Svc #	Assured Print Pricing Service Products	Quantity	List Charges	Other	Monthly Charges

Notes:

* Total Monthly Charges \$ _____

*Total Monthly Charges includes charges from Attachment (798.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months

_____ Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

Assured Print Pricing Service Renewals.			
Sub Matl #	Assured Print Pricing Service Products	Quantity	Current Monthly Charges*

Notes:

*Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include product(s) from Attachment (796.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be 6% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months, Monthly Charges for the third 12 months will be 5% over the second 12 months.

Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

	Miscellaneous	
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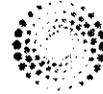
1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
4. **Returns and Refunds.** If Subscriber is not completely satisfied with any print or CD-ROM Product received from West, the product may be returned within 45 days of the shipment date for a full refund or credit, in accordance with West's then current returns policies. Please see <http://static.legal.solutions.thomson.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 with questions or for details regarding our policies on Assured Print Pricing returns and refunds.
5. **Transportation Charges.** Print and CD-ROM Products/DVD Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
6. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
7. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGEMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____
 Title _____
 Date _____
 Signature X _____

For Credit Card Transactions only:		Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____		
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.				



Government Accounts Only

Non Availability of Funds Addendum to West Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: WISE COUNTY COURT AT LAW 1

Account #: 1000701417

Date of Order Form: 5/2/2016

1. **Effect of Addendum.** The underlying Order Form between you and West (“us” or “we”) is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

2. **Modification of Order Form-Non Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

West Publishing Corporation

Subscriber

Signed _____

Accepted By _____

Name (please print) _____

Title _____

Title _____

Date _____

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2016-51967

Date Filed:
05/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation
Eagan, MN 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 Court at Law 1

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 services, goods, or other property to be provided under the contract.

1000701417
Legal publications

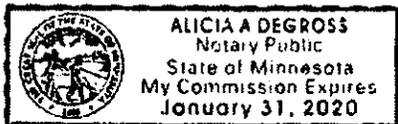
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

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



Cindy Hansen

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cindy Hansen this the 9th day of May 2016 to certify which, witness my hand and seal of office.

Alicia A. DeGross

Signature of officer administering oath

Alicia A. DeGross

Printed name of officer administering oath

Legal Assistant

Title of officer administering oath

189

WEST ORDER FORM - Conversion to Assured Print Pricing Service
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable: Rep Name & Number Donald Hayes 0165407

New (NACI Form attached) Existing with Increase Credit Limit (NACI Form attached)
Existing with no changes Existing with changes (Permanent name change must attach a Customer Name Change Form)

Acct # 1000647431 Quote # _____ PO # _____ Date 4/29/2016
Name/Subscriber WISE COUNTY ATTORNEY Bill To Acct # _____
Order Confirmation Contact Name Jenny Smith
E-Mail jenny.smith@co.wise.tx.us

Permanent Address Change One-Time Ship To Additional Ship To Additional Bill To
Name _____ Attn: _____
Address _____ Suite/Floor _____
City _____ State _____ County _____ Zip _____

* R E Q U I R E D *
I F N E E

Print Product(s) Converting to Assured Print Pricing

Full Svc #	Assured Print Pricing Service Products	Quantity	Monthly Charges	Other	Monthly Charges
	See attached worksheet				

Notes:

* Total Monthly Charges \$ 463.48

*Total Monthly Charges includes charges from Attachment (795 dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

 Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

New Assured Print Pricing Service Products					
Full Svc #	Assured Print Pricing Service Products	Quantity	List Charges	Other	Monthly Charges

Notes:

* Total Monthly Charges \$ _____

*Total Monthly Charges includes charges from Attachment (798.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

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Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

Assured Print Pricing Service Renewals.			
Sub Matl #	Assured Print Pricing Service Products	Quantity	Current Monthly Charges*

Notes:

*Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include product(s) from Attachment (796.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be 6% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

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Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

	Miscellaneous	
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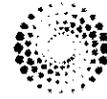
1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
4. **Returns and Refunds.** If Subscriber is not completely satisfied with any print or CD-ROM Product received from West, the product may be returned within 45 days of the shipment date for a full refund or credit, in accordance with West's then current returns policies. Please see <http://static.legal.solutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 with questions or for details regarding our policies on Assured Print Pricing returns and refunds.
5. **Transportation Charges.** Print and CD-ROM Products/DVD Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
6. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
7. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGEMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____
 Title _____
 Date _____
 Signature _____

For Credit Card Transactions only:		Visa _____ Master Card _____ Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.		



Government Accounts Only

Non Availability of Funds Addendum to West Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: WISE COUNTY ATTORNEY

Account #: 1000647431

Date of Order Form: 5/2/2016

1. **Effect of Addendum.** The underlying Order Form between you and West (“us” or “we”) is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

2. **Modification of Order Form-Non Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

West Publishing Corporation

Subscriber

Signed _____

Accepted By _____

Name (please print) _____

Title _____

Title _____

Date _____

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2016-51973

Date Filed:
05/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation
EAGAN, MN 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 ATTORNEY

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 services, goods, or other property to be provided under the contract.

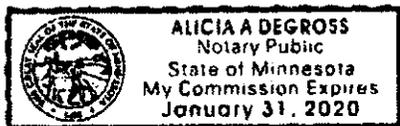
1000647431
Legal publications

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.

6 AFFIDAVIT

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



Cindy Hansen

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cindy Hansen this the 9th day of May 2016, to certify which, witness my hand and seal of office.

Alicia A. DeGross
Signature of officer administering oath

Alicia A. DeGross
Printed name of officer administering oath

Legal Assistant
Title of officer administering oath

18g

RENEWALS

May 16, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Dustin Copier-Asset Control, Elections**

189

FULLY EXECUTED

May 16, 2016

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

- 1. DSHS CRI Amendment**

18g

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001108-01**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Wise County (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$36,381.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 07/01/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** CPS/CRI CPS - Cities Readiness Initiative

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, the Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events. Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent eGrants version of this contract.

B. In Budget Period 4 (BP4)/FY16, CDC will implement a method of evaluating state and local medical countermeasure operational readiness. This assessment tool is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance.

C. Contractor will utilize the Texas Medical Countermeasure (MCM) Strategy Document to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. To accomplish this, the Contractor will meet the planning and operational standards as outlined in Section 7. P. of this document and the current Operational Readiness Review (ORR) Tool that applies to the following Public Health Emergency Preparedness Capabilities:

Primary Capabilities

- Capability 8: Medical Countermeasure Dispensing
- Capability 9: Medical Materiel Management and Distribution.

Support Capabilities

- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing
- Capability 14: Responder Safety and Health
- Capability 15: Volunteer Management

D. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service

that neither party is responsible for any civil liability that may arise from this Contract.

H. The following documents and resources are incorporated by reference and made a part of this Contract:

1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:

http://www.cdc.gov/phpr/capabilities/DSLRCapabilities_July.pdf;

2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:

<https://www.llis.dhs.gov/HSEEP/>;

3. Preparedness program guidance(s) as provided by DSHS and CDC;

4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: DSHS SNS Sharepoint site, Shared Documents/ SNS Program Resources & Guidance/2014-2015_SNS Program Requirements;

5. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and

6. Medical Countermeasure Operations Readiness Strategy 2014-2017,

<https://www.dshs.state.tx.us/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>.

7. Additional Reference Material

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;

2. Presidential Policy Directive 8/PPD-8, March 30, 2011:

<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;

3. Community Preparedness Section Exercise Team Web Site:

<http://www.dshs.state.tx.us/commprep/exercises.aspx>; and

4. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):

<http://www.texasprepares.org/survivingdisaster.htm>.

J. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 92.24.

K. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;

2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;

3. Be verifiable within the contractor's (or subcontractor's) records;

4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);

5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);

6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

L. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

M. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

N. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract including partial full-time employees and temporary staff.

O. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Program Attachment, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.
<http://www.dshs.state.tx.us/contracts/cfpm.shtml>.

P. The Contractor will:

1. Provide programmatic reports as directed by DSHS in a format specified by DSHS;
2. Provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this Program Attachment and to monitor compliance;
3. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;
4. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
5. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
6. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvement Plan (AAR/IP) sixty days after

completion of the drill or by April 1, 2016.

- a. Staff Call Down;
- b. Facility Set-up;
- c. POD Activation;
- d. Dispensing Throughput; and
- e. RealOpt usage;

7. Submit above item Section 7(P)(6) to the DSHS SNS SharePoint Site by April 1, 2016. Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2015 to April 1, 2016;

8. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015;

9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements; Contractor will submit to DSHS an exercise notification 60 days prior to the exercise. A joint AAR/IP must be submitted within sixty (60) days of the exercise to the DSHS Preparedness Exercise team inbox (preparednessexercise@dshs.state.tx.us). The AAR/IP must also include a Corrective Action Plan. This exercise must be a functional exercise or a full-scale exercise.

10. Have plans, processes, and training in place to meet NIMS compliance requirements;

11. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.

a. If using volunteers as provided in this Subsection during FY16, the Contractor must either:

i. Request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

ii. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

b. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet federal requirements that must include but are not limited to:

i. Must offer Internet-based registration

ii. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality

iii. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority

iv. Must be able to verify the credentials of the 20 mandated professions

v. Must be able to assign to one of four emergency credential levels

vi. Must be able to identify volunteers willing to participate in a federally coordinated emergency response

vii. Must be able to re-verify professional credentials every 6 months

viii. Must have the ability to include the differing scope of work information for each of the 20 mandated professions

ix. Must be able to record All volunteer health professional affiliations

x. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).

c. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must

met able to register and collect the credentials and qualifications of the following health professional that are then verified with the issuing entity or appropriate authority:

- I. Physicians
- ii. Physician Assistants
- iii. Registered Nurses
- iv. Licensed Vocational, Nurses
- v. Nurse Practitioners
- vi. Pharmacists
- vii. Pharmacy Technicians
- viii. Pharmacy Interns
- ix. Emergency Medical Technicians and Paramedics
- x. Social Workers
- xi. Marriage & Family Therapists
- xii. Licensed Vocational Counselors
- xiii. Respiratory Therapists
- xiv. Dentists
- xv. Veterinarians
- xvi. Psychologists

12. An end-of-year performance report in a format specified by DSHS no later than August 15, 2016; and
13. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

Q. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to five percent of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

R. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

S. Contractor will coordinate activities and response plans within the jurisdiction with the state, regional and other local jurisdictions, among local agencies and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

T. Contractor will cooperate with DSHS to coordinate all planning, training, and exercises performed under this Contract with the State of Texas, Texas Division of Emergency Management of the State of Texas, or other points-of-contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in

coordination with DSHS for the Contractor's project as provided in Section 7. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the fiscal year 2016 PHEP base award.

B. DSHS will send a requirements schedule for the reporting these Performance Measures within 30 days of the contract start date.

BILLING INSTRUCTIONS:

1. DSHS will make payments for services it receives under this Contract to the Contractor from its current revenues.

2. DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding to maximize use of available funds.

3. Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, Supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940

Texas Department of State Health Services 1100 West 49th Street

PO Box 149347

Austin, TX 78714-9347

B-13 invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

Support Document invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

B-13A invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

FSR invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

8. Service Area

Wise County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

190300764

This section intentionally left blank.

16. Special Provisions

SPECIAL PROVISIONS:

The Parties agree to the following changes to DSHS FY 2015 General Provisions (Core/Subrecipient).

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, ARTICLE III. SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

C. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.

a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:

- i. Hold Harmless and Indemnification, Section 14.17;
- ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
- iii. Insurance, Section 14.22;
- iv. Liability Coverage, Section 25.03;
- v. Fidelity Bond, Section 25.02;

- vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
- vii. Debt to State and Corporate Status, Section 4.01;
- viii. Application of Payment Due, Section 4.02; and
- ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.

Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this

Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements

State, Local and Tribal Governments

2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

Educational Institutions 2 CFR, Part 220

2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

Non Profit Organizations 2 CFR, Part 230

2 CFR Part 200, Subpart F and UGMS

2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission

Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the Enterprise Agency should be addressed as follows:
COContractAdministration@dshs.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2016-001108-01
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Wise County
Vendor Identification Number: 17560012035

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By: David Gruber
Signature of Authorized Official
04/28/2016
Date

David Gruber Assistant Commissioner
Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip
(512) 776-7825
Telephone Number
david.gruber@dshs.state.tx.us
E-mail Address

Wise County

By: Hon. J.D. Clark
Signature of Authorized Official
04/27/2016
Date

J.D. Clark County Judge
Name and Title
PO BOX 393
Address
Decatur, Texas 76234
City, State, Zip
(940) 627-5743
Telephone Number
clarkjd@co.wise.tx.us
E-mail Address

Budget Summary

Organization Name: Wise County

Program ID: CPS/CRI

Contract Number: 2016-001108-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$27,303.00	\$2,730.00	\$0.00	\$30,033.00
Fringe Benefits	\$9,078.00	\$908.00	\$0.00	\$9,986.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$36,381.00	\$3,638.00	\$0.00	\$40,019.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$36,381.00	\$3,638.00	\$0.00	\$40,019.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Wise County

Contract Number: 2016-001108-01

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicable

Non- Applicable

Signature of Authorized Individual

Hon. J.D. Clark

Date:

07/07/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Wise County		
Address	PO BOX 393	State	Texas
City	Decatur	Zip Code (9 digit)	76234
Payee Name	Wise County		
Address	PO BOX 554	State	TX
City	Decatur	Zip Code (9 digit)	76234-0554
Vendor Identification No.	17560012035	MailCode	022
Payee DUNS No.	190300764		

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?

Yes No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

4. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name Ann McCuiston
Email auditor@co.wise.tx.us
Telephone (940) 627-5744

FFATA Contact Person #2

Name JD Clark
Email cojudge@co.wise.tx.us
Telephone (940) 627-5743

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature

Date

Hon. J.D. Clark

07/07/2015

WEST ORDER FORM - Conversion to Assured Print Pricing Service
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Donald Hayes 0165407</u>		* R E Q U I R E D *
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000701417</u> Quote # _____ PO # _____ Date <u>4/29/2018</u>				
Name/Subscriber <u>WISE COUNTY COURT AT LAW 1</u>		Bill To Acct # _____		I F N E E
Order Confirmation Contact Name <u>JENNY SMITH</u>				
E-Mail <u>jenny.smith@co.wise.tx.us</u>				
Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____				
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____		State _____ County _____ Zip _____		

Print Product(s) Converting to Assured Print Pricing

Full Svc #	Assured Print Pricing Service Products	Quantity	Monthly Charges	Other	Monthly Charges
	See attached Worksheet				

Notes: _____

* Total Monthly Charges \$ 29.00

*Total Monthly Charges includes charges from Attachment (795.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below. JDC

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

JDC 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months, Monthly Charges for the third 12 months will be 5% over the second 12 months.

JDC Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

New Assured Print Pricing Service Products					
Full Svc #	Assured Print Pricing Service Products	Quantity	List Charges	Other	Monthly Charges

Notes:

* Total Monthly Charges \$ _____

*Total Monthly Charges includes charges from Attachment (798.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____ Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

Assured Print Pricing Service Renewals.			
Sub Matl #	Assured Print Pricing Service Products	Quantity	Current Monthly Charges*

Notes:

*Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include product(s) from Attachment (796.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be 6% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

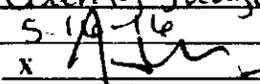
Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

	Miscellaneous	
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1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
4. **Returns and Refunds.** If Subscriber is not completely satisfied with any print or CD-ROM Product received from West, the product may be returned within 45 days of the shipment date for a full refund or credit, in accordance with West's then current returns policies. Please see <http://static.lcpaisolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 with questions or for details regarding our policies on Assured Print Pricing returns and refunds.
5. **Transportation Charges.** Print and CD-ROM Products/DVD Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
6. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
7. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGEMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name JDC Clark
 Title County Judge
 Date 5-16-16
 Signature X 

For Credit Card Transactions only:		Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____		
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.				



Government Accounts Only

Non Availability of Funds Addendum to West Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: WISE COUNTY COURT AT LAW 1

Account #: 1000701417

Date of Order Form: 5/2/2016

1. **Effect of Addendum.** The underlying Order Form between you and West ("us" or "we") is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

2. **Modification of Order Form-Non Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

West Publishing Corporation

[Signature]

Accepted By London Borken

Title SSCM

Date 5-22-16

Subscriber

Signed [Signature]

Name (please print) JD Clark

Title County Judge

Date 5-27-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

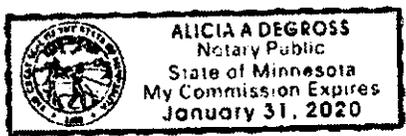
1 of 1

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
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. West Publishing Corporation Eagan, MN United States	Certificate Number: 2016-51967 Date Filed: 05/09/2016 Date Acknowledged: 5-16-16
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Wise County Court at Law 1	
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 services, goods, or other property to be provided under the contract. 1000701417 Legal publications	

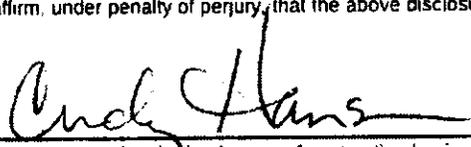
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

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



AFFIX NOTARY STAMP / SEAL ABOVE



Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cindy Hansen this the 9th day of May 2016 to certify which, witness my hand and seal of office.



Signature of officer administering oath

Alicia A. DeGross

Printed name of officer administering oath

Legal Assistant

Title of officer administering oath

WEST ORDER FORM - Conversion to Assured Print Pricing Service
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable: Rep Name & Number <u>Donald Hayes 0165407</u>		* R E Q U I R E D *
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)	
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Acct # <u>1000647431</u> Quote # _____ PO # _____ Date <u>4/29/2016</u> Name/Subscriber <u>WISE COUNTY ATTORNEY</u> Bill To Acct # _____ Order Confirmation Contact Name <u>Jenny Smith</u> E-Mail <u>jenny.smith@co.wise.tx.us</u>		
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/> Name _____ Attn: _____ Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____		I F N E E

Print Product(s) Converting to Assured Print Pricing

Full Svc #	Assured Print Pricing Service Products	Quantity	Monthly Charges	Other	Monthly Charges
	See attached worksheet				

Notes: _____

* Total Monthly Charges \$ 483.48

*Total Monthly Charges includes charges from Attachment (795.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below. JDC

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

 24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

JDC 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months, Monthly Charges for the third 12 months will be 5% over the second 12 months.

JDC Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

New Assured Print Pricing Service Products					
Full Svc #	Assured Print Pricing Service Products	Quantity	List Charges	Other	Monthly Charges

Notes:

* Total Monthly Charges \$ _____

*Total Monthly Charges includes charges from Attachment (798 dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

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Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

Assured Print Pricing Service Renewals.			
Sub Mail #	Assured Print Pricing Service Products	Quantity	Current Monthly Charges*

Notes:

*Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include product(s) from Attachment (796 dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be 6% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

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	Miscellaneous	
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1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
4. **Returns and Refunds.** If Subscriber is not completely satisfied with any print or CD-ROM Product received from West, the product may be returned within 45 days of the shipment date for a full refund or credit, in accordance with West's then current returns policies. Please see <http://static.legal-solutions.thomsonreuters.com/state/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 with questions or for details regarding our policies on Assured Print Pricing returns and refunds.
5. **Transportation Charges.** Print and CD-ROM Products/DVD Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
6. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
7. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGEMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name JD Clark
 Title County Judge
 Date 5-10-10
 Signature X [Signature]

For Credit Card Transactions only:		Visa _____ Master Card _____ Am Ex _____ Total Amt. to Charge for this Order _____
Card # _____	Expir. Date _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.		



Government Accounts Only

Non Availability of Funds Addendum to West Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: WISE COUNTY ATTORNEY

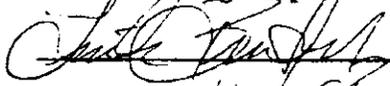
Account #: 1000647431

Date of Order Form: 5/2/2016

1. **Effect of Addendum.** The underlying Order Form between you and West (“us” or “we”) is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

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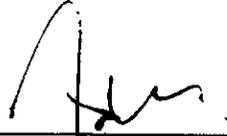
West Publishing Corporation


Accepted By _____

Title SSC MC

Date 5-11-16

Subscriber

Signed  _____

Name (please print) JD Clark

Title County Judge

Date 5-27-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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: 2016-51973 Date Filed: 05/09/2016 Date Acknowledged: <u>5-16-16</u>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. West Publishing Corporation EAGAN, MN 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 ATTORNEY	

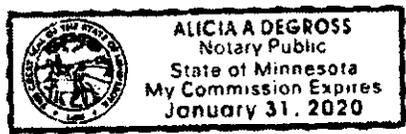
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1000647431
Legal publications

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.

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



Cindy Hansen
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cindy Hansen, this the 9th day of May 2016, to certify which, witness my hand and seal of office.

Alicia A. DeGross Alicia A. DeGross Legal Assistant
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath