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# Dustin Office Machines

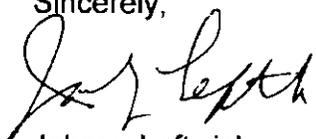
May 26, 2015

Wise County District Attorney

Effective when the new lease for Wise County District Attorney has been signed. Dustin Office Machines will cancel the present lease on the Copystar 420i Copier, Serial Number QVV0Z01671 and pick the machine up from Wise County District Attorney when the new machine is installed.

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

Sincerely,



Johnny Leftwich

*Since 1932*

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



# **COPY MACHINE LEASE AND SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") (the "Lease") is made effective as of May 26, 2015, between Frank Dustin Office Supply, Inc., a Texas corporation (referred to in this Lease as "Lessor"), located at 105 East California, Gainesville, Cooke County, Texas 76240 and Wise County, Texas, a local governmental entity operating under the Constitution of the State of Texas, (referred to hereafter as "Lessee"), with Lessee's Financial Office being located at Wise County Auditor's Office, situated in Decatur, TX, with physical address being 207 North Church Street, Decatur, Texas and mailing address of P.O. Box 899, Decatur, Texas 76234. In consideration of the mutual promises contained in this Agreement, the contracting parties (collectively the "parties") (singular the "party") agree as follows:

## **ARTICLE 1**

### **LEASE AND TERM**

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

## **ARTICLE 2**

### **COPY MACHINES**

#### **Substitution**

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

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

### **Title to Copy Machines**

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

### **Registration**

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

## **ARTICLE 3**

### **PAYMENTS BY LESSEE**

#### **Rent**

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

#### **Licenses and Taxation**

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

## **ARTICLE 4**

### **OPERATION AND MAINTENANCE**

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

- 4.01. Lessor agrees to provide the following at Lessor's old expense:
- (a) All toner or other products that are necessary and/or required for proper and efficient operation of the Copy Machine(s).
  - (b) Service, maintenance and repairs, including all labor and parts that may be required to keep the Copy Machine(s) in good operating condition.
  - (c) The Maintenance Agreement will include up to 7,000 copies monthly, \$.0125 per copy for any copy made by Lessee in excess of 7,000 during a calendar month.

## **ARTICLE 5**

### **TERMINATION**

5.01. Lessee may terminate this Lease before the expiration of the termination date of its term (being 11:59 p.m. May 25, 2016) or before expiration of the termination date of subsequent renewal terms (if any) (being 11:59 p.m. May 25 of each subsequent year's anniversary of the initial term's delivery date to Lessee of May 26, 2015), by giving Lessor at least sixty (60) days prior written notice.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **Parties Bound**

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

## **Notices**

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

## **ARTICLE 7**

### **LEGAL CONSTRUCTION**

#### **Governing Law**

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

#### **Entire Agreement**

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

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

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

#### **Headings**

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

**Effective Date**

7.05. This contract is executed on the date hereinbelow and within Schedule "A", attached hereto and made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of May 26, 2015 (the "Effective Date").

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

By *[Signature]*

Printed Name Johnny LaFrawley

Date: May 26, 2015

**LESSEE**

WISE COUNTY, TEXAS

By *[Signature]*

Printed Name JD Clark

Date: May 26, 2015

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: \_\_\_\_\_

Located in the office of Wise County District Attorney

COPY MACHINE LEASE DATED: MAY 26

Year: 2015

Make: Copystar 4501i Copier (45 Copies Per Minute) with Document Feeder, Large Paper Tray, Finisher, Stapler, Paper Punch and Fax

Serial Number: LAC5202159

Monthly Rental Fee: \$190.00 + \$27.00 Large Paper Tray + \$60.00 Finisher - Stapler and Paper Punch + Fax = \$304.00

Delivery Date: May 2015

**Lease Term:** The initial term of this Lease will commence with an Effective Date of May 26, 2015, and terminate 11:59 p.m., May 25, 2016. Unless terminated early by Lessee as provided under ARTICLE 5; subsection 5.01 herein, a subsequent twelve (12) month renewal term will immediately commence on May 26, 2016. This Agreement may then renew annually for four (4) consecutive additional twelve (12) month periods if mutually agreed by both parties thirty (30) days prior to the Effective Date of each renewal term (if any). In any event, Lessee has the option to terminate this Lease or subsequent renewal lease terms (if any) under the terms and conditions provided under said ARTICLE 5; 5.01 of this Lease Agreement.

This Schedule is agreed to as being effective on May 26, 2015 (the "Effective Date"), and is attached to, and incorporated as, an integral part of that certain COPY MACHINE LEASE AND SERVICE AGREEMENT between the parties dated May 26, 2015.

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

By *John Lynch*

Printed Name John Lynch

**LESSEE**

WISE COUNTY, TEXAS

By *J.D. Clark*

Printed Name J.D. Clark

17f

# Dustin Office Machines

May 26, 2015

Wise County Sheriff's Office

Effective when the new lease for Wise County Sheriff's Office has been signed. Dustin Office Machines will cancel the present lease on the Copystar 520i Copier, Serial Number QVU0Y00992 and pick the machine up from Wise County Sheriff's Office when the new machine is installed.

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

Sincerely,

  
Johnny Leftwich

*Since 1932*

105 East California St. | P.O. Box 1017 | Gainesville, TX 76241-1017

940.665.5594 Ph | 940.665.5601 Ex | [dustins@ntip.net](mailto:dustins@ntip.net)



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#### **Licenses and Taxation**

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

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  - (c) The Maintenance Agreement will include up to 10,000 copies monthly, \$.0125 per copy for any copy made by Lessee in excess of 10,000 during a calendar month.

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### **LEGAL CONSTRUCTION**

#### **Governing Law**

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

#### **Entire Agreement**

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

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

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

#### **Headings**

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

**Effective Date**

7.05. This contract is executed on the date hereinbelow and within Schedule "A", attached hereto and made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of May 26, 2015 (the "Effective Date").

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

By 

Printed Name Johnny Lottreich

Date: May 26, 2015

**LESSEE**

WISE COUNTY, TEXAS

By 

Printed Name JD Clark

Date: May 26, 2015

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: \_\_\_\_\_  
Located in the office of Wise County Sheriff's Office  
COPY MACHINE LEASE DATED: MAY 26  
Year: 2015

Make: Copystar 5501i Copier (55 Copies Per Minute) with Large Paper Tray

Serial Number: LAD4Y01607

Monthly Rental Fee: \$264.00 Machine + \$27.00 Large Paper Tray = \$291.00

Delivery Date: May 2015

**Lease Term:** The initial term of this Lease will commence with an Effective Date of May 26, 2015, and terminate 11:59 p.m., May 25, 2016. Unless terminated early by Lessee as provided under ARTICLE 5; subsection 5.01 herein, a subsequent twelve (12) month renewal term will immediately commence on May 26, 2016. This Agreement may then renew annually for four (4) consecutive additional twelve (12) month periods if mutually agreed by both parties thirty (30) days prior to the Effective Date of each renewal term (if any). In any event, Lessee has the option to terminate this Lease or subsequent renewal lease terms (if any) under the terms and conditions provided under said ARTICLE 5; 5.01 of this Lease Agreement.

This Schedule is agreed to as being effective on May 26, 2015 (the "Effective Date"), and is attached to, and incorporated as, an integral part of that certain COPY MACHINE LEASE AND SERVICE AGREEMENT between the parties dated May 26, 2015.

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

By [Signature]  
Printed Name Solomon L. Stewart

**LESSEE**

WISE COUNTY, TEXAS

By [Signature]  
Printed Name JD Clark



## NONDISCRIMINATION ASSURANCE

Wise County  
(Legal Name of Organization)

the donee, agrees that the program for or in connection with

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION:

Wise County

x

[Signature]

County Judge 5-26-15

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

**SEND ALL APPLICATIONS TO:**

*Applications may be emailed, faxed or mailed.*

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 463-4551 - FAX: (512) 236-6173  
EMAIL: [Federal\\_surplus@tfc.state.tx.us](mailto:Federal_surplus@tfc.state.tx.us)

## DONEE CERTIFICATIONS & AGREEMENTS

**(a) THE DONEE CERTIFIES THAT:**

- (1) It is a public agency or a nonprofit institution or organization, exempt from taxation under section 501 of the Internal Revenue code of 1954; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/ impoverished. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.
- (5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who: (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

**(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:**

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.
- (3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used as required by (c)(1) and (2) and Federal restrictions (b)(1), (b)(2) and (f) have expired then right to the possession of such property shall at the option of the State agency revert to the State of Texas and the donee shall release such property to such person as the State agency shall direct.

**(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

- (1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
- (2) In the event any of the property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

**(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:**

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

**(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:**

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

**(g) THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**(h) THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

x  County Judge 5-26-15  
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

## PROPERTY COMPLIANCE PERIOD

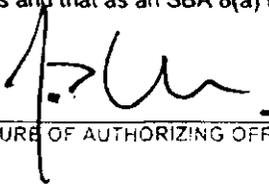
Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- All property must be placed into use within the first year of possession.
- Property valued at less than \$5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than \$5,000 in original cost - the compliance period is 18 months from the date put into use.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years) from the date put into use..
- Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to TFC or another donee, as instructed by TFC.
- Property must be used and stored at the primary location listed on Page 2 of this Application, or at other appropriate donee-managed satellite locations (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not intended for personal use; it must be readily accessible to all donee staff.
- During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA.
- If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page five.

If applying as an SBA 8(a) business I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

x



County Judge

5-26-15

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

SEND ALL APPLICATIONS TO:

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 463-4551 - FAX: (512) 236-6173  
EMAIL: [Federal.surplus@tfc.state.tx.us](mailto:Federal.surplus@tfc.state.tx.us)

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**CONTRACT FOR THE ASSESSMENT/COLLECTION  
OF AD VALOREM TAXES**

**THE STATE OF TEXAS**

**COUNTY OF WISE**

**Whereas**, the Texas Property Tax Code, Sec 6.24, and the Texas Government Code Sec. 791.011, authorize political subdivisions of the State of Texas to enter into Interlocal Contracts for tax assessing and collecting services; and

**Whereas**, the County of Wise (hereinafter referred to as "County", acting by and through its County Judge, heretofore duly authorized by Wise County Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor Collector, has agreed to provide tax assessing and collecting services for the Wise County Water Control and Improvement District Number One ("Taxing Unit"), and

**Whereas**, Taxing Unit acting by and through its duly elected Board of Directors, which as authorized its Board Secretary, to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers; and

**Whereas**, the Taxing Unit has authority to authorize the County to act as tax assessor and collector for it and the County has the authority to so act;

**Now, therefore**, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the Taxing Unit as follows:

1. Under Texas Government Code Section 791.011 and Sec. 6.24 Texas Property Tax Code, the County, through its duly elected Tax Assessor/Collector, shall serve as the tax assessor and collector for Taxing Unit for Ad Valorem Tax purposes for the tax year 2015 and in each year thereafter, as herein provided. The County agrees to perform for Taxing Unit necessary duties as authorized and required by law, and does hereby expressly authorize the County, through its duly elected Tax Assessor/Collector, to do and perform all acts and functions deemed by the county as being necessary and proper to assess and collect taxes for Taxing Unit, including the collection of all delinquent taxes owing to Taxing Unit, regardless of the year such delinquent taxes were assessed for.

2. The County agrees to prepare tax statements, which would show the individual taxes due to the County and Taxing Unit. Such statements will be mailed on October 1 of each year or as soon thereafter as practicable. All legal notices required to be sent pursuant to sec. 33.11 and 33.07 and 33.08 of the Texas Property Tax Code will be mailed. At least 30 days, but no more than 60 days prior to July 1 of each year, a statement meeting the requirements of Sec. 33.07(d) of the Texas Property Tax Code will be mailed. The County shall provide upon request collection reports to Taxing Unit, prepare tax certificates, calculate and certify the effective tax rates and rollback rates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26.04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by state rules and regulations. The County will undertake and agrees to develop and maintain written policies of its operations, to make available to Taxing Unit full information about the operation of the County Tax Office, and to promptly furnish written reports reasonably necessary to keep Taxing Unit informed of all financial information affecting Taxing Unit.

3. The County shall set a fee for and retain all revenues from preparation of tax certificates related to Taxing Unit property taxes. In addition, Taxing Unit agrees to pay the County Tax Assessor/Collector as follows:

A. A fee of one hundred fifty dollars (\$150) for preparing and mailing the October and May statements and for all collections thereof, payable in full on or before April 1<sup>ST</sup>, 2016.

B. Should Taxing Unit require additional statements to be mailed, it shall request in writing that it be mailed, and shall pay County the current postage rate for each statement to be mailed.

4. Any and all notices published by County for Taxing Unit benefit shall be billed directly by the publisher to the Taxing Unit.

5. County agrees to allow an audit of Taxing Unit tax records at any time. The expense for such audit shall be paid by Taxing Unit. A copy of the audit results shall be furnished to County.

6. Upon written request by Taxing Unit, County agrees to obtain a surety bond for the County Tax Assessor/Collector, such bond to be conditioned on the faithful performance of his/her lawful duties payable to Taxing Unit and in a reasonable amount to be determined by the Taxing Unit Board Members. The premium for any such bond shall be paid for by Taxing Unit.

7. The County agrees to make payments of taxes collected directly to Taxing Unit. Payments with respect to current year taxes collected shall be made on a daily basis with respect to delinquent taxes collected, payment shall also be made on a daily basis.

8. This contract shall take effect on April 1, 2015 and shall remain in effect for one year from that date. The parties hereto may renew this agreement annually with approval and agreement of their respective elective bodies, pursuant to Section 791.011 (f) of the Texas Local

Government Code. Upon non-renewal of this contract by either or both parties, Taxing Unit agrees to pay the County for services rendered hereunder through the non-renewal date on the terms set forth in Section 3 and 4 above.

9. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Taxing Unit prior to termination shall be the responsibility of the Taxing Unit.

10. Upon the termination or non-renewal of this contract, Taxing Unit may secure copies of all necessary records for the assessment and collection of its taxes from the County and County shall return all records to Taxing Unit.

11. If this contract shall terminate for any reason including but not limited to termination by agreement of the parties or termination by judicial decree, all Records received by County shall be returned to Taxing Unit.

12. The County and Taxing Unit acknowledge that Wise County Appraisal District uses Pritchard and Abbott to assist them in determining the values of mineral interest and industrial properties. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Wise County Appraisal District, Pritchard and Abbott or judicial determination.

13. The Taxing Unit agrees to use the delinquent tax attorney employed by the County. The Taxing Unit agrees that the additional collection penalty assessed pursuant to Texas Property Tax Code Section 33.07 and 33.11 related sections shall be 20% for 2007 taxes and subsequent years and 15% for 2006 taxes and prior tax years as set forth in the County's current contract with the delinquent tax collection law firm of Linebarger, Goggan, Blair & Sampson, LLP.

14. The entire agreement of the parties is contained herein and this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

15. This agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Wise County, Texas.

16. 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 or effect.

17. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Taxing Unit nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

**IN WITNESS WHEREOF, THE AUTHORITY OF THE GOVERNING BODIES OF THE  
RESPECTIVE PARTIES EXECUTES THIS CONTRACT HERETO ON THE DATES  
SHOWN BELOW.**

COUNTY OF WISE

DATE: May 26, 2015

BY: [Signature]

WISE COUNTY JUDGE

[Signature]

WISE COUNTY CLERK



APPROVE: [Signature]

WISE COUNTY TAX ASSESSOR/COLLECTOR

WISE COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

DATE: 5/5/15

BY: [Signature]

BOARD PRESIDENT

ATTEST: [Signature]

Asst.  
BOARD SECRETARY

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# **FULLY EXECUTED**

**May 26, 2015**

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

- 1. MJ Wright**
- 2. Texas Dept of Family and Protective Services Amendment**

M. J. WRIGHT & ASSOCIATES, INC.

8233 MID-CITIES BLVD., STE. A  
N. RICHLAND HILLS TX 76182  
O: 817.268.5555 F: 817.268.5558  
EMAIL: MJW@MJWRIGHT.COM

ARCHITECTS

REV. April 15, 2015

Mr. Chad Davis  
EMAIL TO: [chad.davis@co.wise.tx.us](mailto:chad.davis@co.wise.tx.us)

**- LETTER OF AGREEMENT -**  
**"TWO (2) PORTABLE BUILDINGS - RENOVATIONS"**  
**DECATUR TX**

M. J. Wright & Associates, Inc. is pleased to submit this Letter of Agreement for Professional Services.

M. J. Wright & Associates, Inc. will be a Design Consultant for WISE COUNTY, MORE SPECIFICALLY, THE WISE COUNTY ENGINEER, hereafter known as the Client. The services to be rendered will be the preparation of a set of "Builder Plans" for the Re-Design of Two Portable Buildings, located at 2901 S. FM 51, in Decatur, Texas. Renovations include: Removing Two (2) interior Walls; replacing Five (5) Windows with Doors; Floor Support for a Safe (approximate size of a Gun Safe - weight to be determined), and Structural for Concrete Steps and an accessible Ramp approx 28 feet in length (28" rise at 1:12. with one 90 degree turn) The Steps and Ramp are to be constructed of concrete, in addition to a concrete Walkway (5'4" in width running the length of the two portable buildings) and a raised Patio area of approximately 10'x10' between the two Buildings. An Awning/Canopy with metal supports to be constructed over the new Walkway.

**NOTE A:** A "Builder Set of Plans" provides the requirements necessary to obtain building permit and construction. Material 'call-outs' will be specified as GENERIC (i.e., brick, stone, paint, wall texture, carpet, tile, hardware, etc.). Therefore, EXACT specifications (manufacturer, model, brand, color, etc.) will be determined and coordinated between the Client and the Builder.

**ARCHITECTURAL SERVICES & PLANS WILL CONSIST OF THE FOLLOWING:**  
**ARCHITECTURAL:**

- As-Built Drawings & Measurements
- Awning/Canopy at Walkway (Exterior and Patio Area)
- Cabinet Elevations (As Required for Texas Accessibility Standards)
- Details
- Exterior Elevations
- Floors Plan
- Foundation Profile (for Ramp, Steps and Walkway)

**CONSULTANTS SERVICES & PLANS WILL CONSIST OF THE FOLLOWING:**  
**STRUCTURAL ENGINEER:**

- Ceiling Support at Wall Removal Locations
- Foundation Plan (For Concrete Ramp, Steps, Walkway and Gun Safe)

**REGISTERED ACCESSIBILITY SPECIALIST:**

- Handicap Accessibility Review and Inspection (As Required by the State of Texas)

**PROFESSIONAL FEES FOR THE ARCHITECT AND HIS CONSULTANTS:**

<b>ARCHITECTURAL:</b>	
Re-Design & Construction Documents	\$2,500.00
<b>CONSULTANTS:</b>	
Structural Engineer	\$2,000.00
<b>REGISTERED ACCESSIBILITY SPECIALIST:</b>	<b>\$1,100.00</b>
<b>TOTAL PROFESSIONAL FEE</b>	<b>\$5,600.00</b>

### **SCHEDULE OF PAYMENT:**

- Thirty Percent (30%) of Total Fee, ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680.00), is required upon execution of this Agreement.
- Thirty Percent (30%) of Total Fee, ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680.00), is due upon completion of the Design Phase.
- The remaining Forty Percent (40%), TWO THOUSAND TWO HUNDRED FORTY DOLLARS (\$2,240.00), plus reimbursable expenses, is due upon completion of Construction Documents.

### **EXCLUSIONS:**

The above services are for a "BUILDER SET OF ARCHITECTURAL PLANS ONLY" and do **NOT** include: Acoustical Design; Alarm System; Artwork/Models/Renderings; Asbestos Abatement; As-Built Drawings & Measurements; Bidding and Negotiation; **Building Permit Fees**; Civil Engineering; Client Representation (at City Council/Planning and Zoning/Board of Adjustments); Construction Administration; Construction Cost Estimating; Construction Documents; Demolition Plan; **\*\*\*Energy Code Analysis**; Environmental Studies; Fire Sprinkler Plans; Foundation Plan; (For Concrete Ramp, Steps and Walkway Only); Full Specifications; Hardware/Interior Finish Schedules; Interior Design; Irrigation Plan; Landscape Plan; Lead Paint Removal/Inspection; Mechanical, Electrical and Plumbing Engineering (except Switch, Outlet and Lighting/Fan Locations); Photometric/Lighting Analysis; Plant Specifications; Platting/Re-Platting; **Printing /Reproductions**; Retaining Wall Design; Rezoning; Site Feasibility Study; Site Plan Submittal; **Soils Report**; Structural Engineering (Ceiling, Roof and Wall Framing Plans); Surveying Services; SWPPP; Texas Accessibility Specialist (As Required by the State of Texas); Travel & Related Expenses; Tree Mitigation Plan; Traffic Impact Studies or TX Dot Coordination.

**NOTE B: \*\*\*ENERGY CODE ANALYSIS IS NOT INCLUDED IN THIS PROPOSAL. IF REQUIRED BY THE CITY, THIS SERVICE WILL BE PROVIDED BY OWNER / CONTRACTOR.**

### **REVISIONS:**

Any/All Design and Construction Document Revisions requested by the Client after date of signed approval of Design Phase shall constitute supplementary Architectural fees at the following hourly rates. M. J. Wright & Associates, Inc. will invoice the Client for additional Professional Services such as, but not limited to the following: Re-Designs **AFTER** final Design approval, increase in the Project Size and Scope, Review of Submittals and Construction Site Visits. The following hourly rates will apply for additional services and related travel time:

Principal Architect	\$175.00/hour
Consultants	150.00/hour
Technical Drafting	100.00/hour

In addition to the above fees, WHICH ARE VALID FOR 60 (SIXTY) DAYS FROM DATE OF ORIGINAL LETTER OF AGREEMENT, M. J. Wright & Associates, Inc. will invoice the Client for reimbursable expenses incurred at the rate of 1.15 times the actual expense (i.e., reproductions, delivery charges, parking, travel, etc.).

M. J. Wright & Associates, Inc. reserves the right to suspend or terminate services as defined in this Agreement because of non-payment. If services are terminated, M. J. Wright & Associates, Inc. is entitled to compensation for services rendered up to termination. Compensation will be based on a percentage of work completed and all reimbursable expenses incurred by M. J. Wright & Associates, Inc. and all retained Consultants. M. J. Wright & Associates, Inc. shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. It is understood that the Limit of Liability on this Project is the value of this Contract only.

The Client is responsible for obtaining such services as desired or which will be required by the City / County Building Inspection Department. **All Re-Platting / Building Permit fees, Soils Report, Topographical / Boundary / Tree Surveys and Energy Code Analysis are the responsibility of the Client.** It is understood the Architect will maintain ownership of the plans. The Client authorizes the Architect's signage onsite.

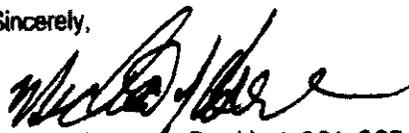
The Texas Department of Licensing and Regulation requires that the Construction Documents be submitted for an Accessibility Review to ensure compliance with the Texas Accessibility Standards, (TAS) if the value of construction exceeds Fifty Thousand Dollars (\$50,000.00). All construction shall conform to the Texas Accessibility Standards, (TAS) guidelines. Compliance to these guidelines is the Client's responsibility.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the Professional Practice of Architects registered in Texas. The Board's current mailing address is: P. O. Box 12337, Austin TX 78701-2337 and telephone: 512/305-9000.

**WE SHALL CONSIDER THE RETURN OF ONE (1) SIGNED COPY OF THIS PROPOSAL AND THE INITIAL DEPOSIT AS ACKNOWLEDGEMENT OF YOUR ACCEPTANCE AND AS OUR AUTHORIZATION TO PROCEED WITH THE WORK AS STATED IN THIS CONTRACT.**

We sincerely appreciate the opportunity to provide this Letter of Agreement for this Project and are looking forward to working with you on this endeavor. If you have any questions please feel free to contact our office.

Sincerely,



Michael J. Wright - President, CGA, CGP, CAPS  
M. J. Wright & Associates, Inc.  
Texas Architect Registration No. 11130

April 15, 2015  
Date



J. D. CLARK  
WISE COUNTY JUDGE

4/27/15  
Date

Contract #23639111

Amendment #18-01

This AMENDMENT (Amendment) of contract #23639111 (Agreement or Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Wise County (Contractor).

1. Purpose

Section V(D) of the Agreement stipulates that the Contract may only be modified by mutual consent of all parties. DFPS procured this Contract under an Interagency Cooperation Contract for Title IV-E Child Welfare (Non-Financial) services and has been amended one (1) times.

The parties agree that: (1) the Governor of Texas released an executive order and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

The Governor of Texas released Executive Order RP-80 on December 3, 2014 requiring all State Contractors and Subcontractors to use the E-Verify system to validate the work authorization status of individuals who perform work under Texas Contracts. Both DFPS and Contractor agree that the enumerated revision below represents a necessary change that implements mandatory regulations under Texas Law for the effective administration of the Contract.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. This Amendment modifies the Contract by adding new Section d)

U.S. Department of Homeland Security's E-Verify System. Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.

2.3. The following language is added to the end of Section V(D) of the Original Contract:

The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

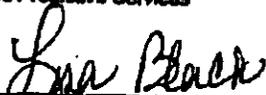
1. **Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.

2. **Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances:
- A. to correct an obvious clerical error in this Contract;
  - B. to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to contract #23938111 have duly executed this Amendment to be effective March 1, 2015.

Texas Department of Family  
and Protective Services

Contractor: Wise County





Signature  
Printed Name: Lisa R. Black  
Title: CPS Assistant Commissioner

Signature  
Printed Name: J.D. Clark  
Title: Honorable County Judge

3/14/15

4-13-15

Date  
Lisa R. Black  
CPS Assistant Commissioner

Date