16g

RECEIVED
JUN 13 2016
BY:

SECURUS

Contract Addendum

Pursuant to rule 64.6020 Ancillary Service Charge, the FCC's inmate rate order effective March 17th for Prisons and June 20th for jails, fees for account deposits cannot exceed $3.00 for payment made through web or IVR and $5.95 for payments made via live agent. Charges and fees are effective March 17, 2016, for all prisons, including DOCs. All other sites will be effective June 20, 2016. Otherwise, standard fees apply. These fees will remain in place until changed by law.

WISE COUNTY SHERIFF'S DEPT, TX

		Annual
Current		
Total Transactions		2,652
Avg Transaction Fee	$	9.18
Total Funding Fee Revenue	$	24,347
New with FCC Rates		
Total Transactions*		2,652
Avg Transaction Fee**	$	3.20
Total Funding Fee Revenue	$	8,487
Funding Fee Loss	$	15,860
Other Fee Revenue	$	14,572
Total Revenue Loss	$	30,433
Commissionable Minutes		158,496
Commissions		68.0%

Option 1***	[ ]	Billing Adjustment - Move fees into rates Rate per minute, excluded from commissions	$	0.1920
Option 2***	[ ]	Decommission portion of current rate Rate per minute, excluded from commissions	$	0.2824
Option 3	[ ]	Cash deduction from commissions Monthly revenue deducted from commissions each month	$	2,536.07
Option 4	[X]	Fixed Per Minute In-state rate $ 0.192 per minute, will be excluded from commissions $0.058 per minute will be additional commissionable revenue to the County	$	0.2500

*Based on an estimated annual transaction volume

** Assumes the IVR/Agent payment mix stays consistent

*** Rates will round up to nearest penny per minute for simplicity

If the US Court of Appeals, DC Circuit throws the entire Order out, or the FCC changes its rules and funding fees are no longer capped, Securus will revise its Contract with Wise County and go back to the Contact as it was prior to this Addendum, i.e. no commission deduction and no increase in rates.

Securus hereby agrees to indemnify Wise County and hold Wise County harmless from any liability, loss, expense or claim (including, but not limited to reasonable attorneys' fees) arising out of any damage, loss or penalty as a result of the various amendments to rates and commissions as set forth herein, and/or related to a loss at the US Court of Appeals, or a reversal by the FCC.

As required by section 19 of the Master Services Agreement, both the County and Securus hereby agree to amend the Agreement as set forth above, and be bound thereby.

Wise County Signature _____

Date 6·13·16

Securus Technologies, Inc. Signature _____

Date 6·13·17

CERTIFICATE OF INTERESTED PARTIES

RECEIVED
JUN 13 2016
BY: .....

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-69268

Date Filed:
06/13/2016

Date Acknowledged:
6-13-16

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

Securus Technologies, Inc.
Dallas, TX United States

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

Wise County

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.

i-002363
Inmate Telecommunications

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Rick	Dallas, TX United States	X	
Pickens, Robert	Dallas, TX United States	X	
Boyd, Geoff	Dallas, TX United States	X	
Reinhold, Dennis	Dallas, TX United States	X	
Brucato, CJ	Boston, MA United States	X	
Kanji, Arza	Boston, MA United States	X	
Pan, Bob	Boston, MA United States	X	
Securus Technologies Holdings, Inc.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

DIANE WENDLING
MY COMMISSION EXPIRES
July 21, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Pickens, this the 13th day of June, 20 16, to certify which, witness my hand and seal of office.

Diane Wendling — Signature of officer administering oath
DIANE WENDLING — Printed name of officer administering oath
Title of officer administering oath

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SNOW GARRETT WILLIAMS
CERTIFIED PUBLIC ACCOUNTANTS

June 1, 2016

Honorable Judge,
Members of the Commissioners' Court and Management of
Wise County, Texas
P.O. Box 899
Decatur, TX 76234

We are pleased to confirm our understanding of the services we are to provide Wise County, Texas for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Wise County, Texas as of and for the year ended September 30, 2016. Additionally, we will audit the financial statements of the Juvenile Probation Department of Wise County, Texas as of and for the year ended August 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison information, and the schedules required for the retirement plans, to supplement Wise County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Wise County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Statements of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual - General Fund
   - Lateral Road Fund
3. Schedule of Changes in the Net Pension Liability and Related Ratios
4. Schedule of Employer Contributions and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Wise County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on

1207 Santa Fe Drive • Weatherford, Texas 76086 • 817-596-9301 • Fax 817-596-9304

it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards, if a Single Audit is required
2. Combining Balance Sheet – Lateral Road Fund
3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Lateral Road Fund
4. Statements of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual
   - Capital Projects Fund
   - Debt Service Fund
5. Combining Balance Sheet - Nonmajor Governmental Funds
6. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
7. Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Special Revenue Funds
8. Combining Statement of Fiduciary Assets and Liabilities – All Agency Funds

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if a single audit is required.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Judge and Members of the Commissioners' Court. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written

representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards, federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Wise County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with the applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected

fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the completion of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective

actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after the receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Snow Garrett Williams and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Snow Garrett Williams personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin interim fieldwork in August 2016 and issue our report in March 2017. Kathy Williams, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs such as report reproduction, word processing, postage, travel, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs.

We appreciate the opportunity to be of service to Wise County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party.

Very truly yours,

Snow Garrett Williams

Snow Garrett Williams

RESPONSE:

This letter correctly sets forth the understanding of Wise County, Texas.

Management Signature: _____

Title: County Judge

Date: 6-13-16

Governance Signature: Ann McCurdy

Title: Auditor

Date: 6-13-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-68182

Date Filed:
06/09/2016

Date Acknowledged:
6-13-16

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

Snow Garrett Williams
Weatherford, TX United States

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

Wise County, Texas

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

FY 2016 Audit
Audit Services

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

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

6 AFFIDAVIT

DEBRA E. SEARS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 1-24-2019

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

Kathy P. Williams
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kathy P. Williams this the 9th day of June, 20 16, to certify which, witness my hand and seal of office.

Debra Sears	Debra E Sears	Notary
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: **Decatur, Texas**, a political subdivision of the State of Texas (namely for the Decatur Police Department) ("City of Decatur"); and, **Wise County, Texas**, a political subdivision of the State of Texas ("Wise County").

Whereas, Wise County Commissioners' Court has 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 Decatur has need of the above mentioned Equipment;

Whereas, Wise County desires to sell the Equipment and City of Decatur desires to purchase the Equipment for the total price of **two thousand and five hundred dollars ($2500.00)**.;

Whereas, it would be mutually beneficial to the citizens of Wise County and City of Decatur for Wise County to sell and City of Decatur to purchase the Equipment inasmuch as Decatur 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 Decatur, transfer title to and possession of said Equipment to City of Decatur. The transfer will take place in Wise County, Texas, which shall be designated by the Wise County Sheriff.

Section 2. Obligations of City of Decatur

City of Decatur will, upon the approval of this Agreement by the City of Decatur and Wise County, pay to Wise County the sum of **two thousand and five hundred dollars ($2500.00)** as full payment of the purchase price of the Equipment. City of Decatur will be responsible for transport of the equipment from Wise County to City of Decatur and all associated expenses.

Section 3. No Warranties or Representations.

THE EQUIPMENT SOLD, TRANSFERRED AND CONVEYED TO CITY OF DECATUR 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 Decatur, Texas

By: _____
Name:
Title: Mayor-City of Decatur

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"

ASSET NUMBER	DESCRIPTION	SERIAL NUMBER
19462	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36169
19463	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36170
19561	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36171
19573	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36079
19778	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36516
19779	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36517
19780	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36518
19781	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36519
19782	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36520
19783	DATA 911 MOBILE DIGITAL VIDEO COMPUTER SYSTEM	36521

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TMLIRP Claim No: AU0000000036725

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration $3,006.45, to be paid to Wise County Sherriff's Department, do hereby and for my/our heirs, executors, administrators, successors and assigns release, acquit and forever discharge the Decatur and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about May 19, 2016, at or near 911 Cemetery Rd, Decatur, TX .

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by one or more of the parties hereto and each such executed counterpart shall be and be deemed to be an original instrument binding the Parties upon execution by at least one counterpart by each party. Telecopied or PDF signature pages shall be treated as original signature pages.

CAUTION: READ CAREFULLY BEFORE SIGNING!

_____
Releasor - Wise County Sherriff's Department

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, personally appeared _____, who stated to me upon oath that he/she has read and signed the foregoing Release for the purposes and consideration therein expressed, and for no other reason, and that he/she did so of his/her own free will.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20 ___.

_____
Notary Public in and for
The State of Texas

TML
INTERGOVERNMENTAL RISK POOL

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Contracting Office

Install Address
COUNTY OF WISE COUNTY
CLERKS OFFICE 200 N
TRINITY DECATUR TX 76234-1437

Bill To Address
COUNTY OF WISE AUDITORS
OFFICE PO BOX 899 DECATUR
TX 76234-0899

Current Purchase Order
Purchase Order:

Last PO Exp Date:

GSA or State Negotiated Contract#:

Price Plan
Description: FULL SERVICE MAINTENANCE PLAN

Bill Code: 29G1

Contract Period: 07/01/2016-06/30/2017

Xerox Equipment
Market Code: 6204WFCP

Model:

Install Date: 06/29/2006

Equipment Detail

Serial Number	Description	Customer Number	Main / Accy.	Qty.	Unit Issue	Unit Price	Amount
WDF029836	CPR/PRTR W/BPS	709789861	MAIN	12	Mo	55	660
	Enhanced Service Amount	N/A	MAIN	N/A	N/A	N/A	0
	Extended Service Amount	N/A	MAIN	N/A	N/A	N/A	0
	Premium/Discount	N/A	MAIN	N/A	N/A	N/A	0

Equipment Subtotal: $660

Meter Information

Estimated Meter Usage	Meter1	Meter2	Meter3	Meter4
Est. Average Monthly Usage	180	0	0	0
Monthly Allowance	1000	N/A	N/A	N/A
Est. Excess Usage	N/A	0	0	0
Rate Per Excess Print	1 to 9999999 @ .0342	N/A	N/A	N/A
Meter Estimate	$0	$0.00	$0.00	$0.00

Meter Subtotal: **$ 0**
Total Annual Estimate: **$ 660**

Tax Disclaimer: Quoted Pricing Does Not Include Applicable Taxes

You may acknowledge acceptance of this pricing as an amendment to your PO by signing below or by transferring this information to your purchase order document. Please submit your revised PO to Xerox Corporation.

Purchase order none **is hereby amended**
for the period beginning: 07-01-16 **ending:** 06-30-17
Authorized by Name: [signature] **Title:** County Judge **Dated:** 6-13-16.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-62369

Date Filed:
05/26/2016

Date Acknowledged:
6-13-16

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

Xerox Corporation
Norwalk, CT United States

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

County of Wise

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.

SN WDF029836
Maintenance Agreement

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

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

6 AFFIDAVIT

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

JOSEPH A. BACOT
Notary Public, State of New York
Qualified in Monroe County
No. 01BA6087832
My Commission Expires Feb. 24, 2019

John B. O'Connor
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John B. O'Connor, this the 26th day of May, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Joseph A. Bacot — Printed name of officer administering oath | Notary Public — Title of officer administering oath

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RENEWALS

June 13, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **TAC-Auto Physical Damage, Auto Liability, General Liability, Public Officials Liability, Law Enforcement Liability, Workers Comp, Unemployment**
2. **Dustin Copier-JP2**

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CANCELLATIONS

June 13, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. GOVDEALS