

149

RX Date/Time 06/06/2016 11:05 Wise County Auditor

12:06 Wise County Auditor

(FAX) 840 627 3388

P.001 P.001/004

CYLINDER LEASE RENEWAL

Airgas Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
06/01/2016	2831582	9936522514	07/01/2016	\$ 308.16

SOLD BY AIRGAS USA, LLC (C311)
1400 W US 380
DECATUR TX 76234-5800
940-627-6820

Manage Your Account Online

Pay invoices, review order history, track shipping, and more!
Go to: airgas.com/onlinebillpay

We accept   **VISA** 



PLEASE MAKE CHECKS PAYABLE AND REMIT TO

21174 1 AT 0.399 T91 3DG762 PL3 S296
BILL TO WISE CO AUDITOR PCT 1
PO BOX 899
DECATUR TX 76234-0899



Airgas USA, LLC
PO BOX 876015
DALLAS TX 75287-6015

021174
3

28315821993652251400000308165

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2888

ACCOUNT NO.	INVOICE NO.	INVOICE DATE	PAYER	GENERATOR NAME
7036918432	9936522514	06/01/2016	2831582	WISE CO AUDITOR PCT 1
Lease Renewal				NET 30
				04/21/2018
7036918432	LSECYL	4 CL	71.50 YR	286.00 N (H)
LEASE CYL LEASE RENEWAL 07/01/2016 TO 06/30/2017				
Airgas Hazmat Chg ML				Sale subtotal: 286.00
Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale				22.16
				308.16

Airgas www.airgas.com

Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2831582
WISE CO AUDITOR PCT 1
PO BOX 899
DECATUR TX 76234-0899

Airgas USA, LLC
Acct No 880674174
PNC Bank, ABA No 031000053

For change of address
email to: cdv_return_email@airgas.com
or call 855-470-2888



Airgas USA LLC
Central Business Division
110 W. 7th
Tulsa, OK 74119
http://www.airgas.com

**IMPORTANT NOTICE ABOUT YOUR LEASE
THIS IS NOT AN INVOICE – DO NOT PAY FROM THIS DOCUMENT**

June 1, 2016

WISE CO AUDITOR PCT 1
PO BOX 899
DECATUR TX 76234-0899

Ship To Account #	2831582
Sales Order	7036918432
P.O. Number	Lease Renewal
Total Order Amount	\$308.16

Shipped To: WISE CO AUDITOR PCT 1
PO BOX 899
DECATUR TX 76234-0899

Dear Customer:

Our records indicate that you have a lease set to expire in approximately 60 days. As our normal course of business, Airgas automatically generates an invoice to renew each lease prior to the end of the lease term. However, sometimes our customers have needs that require adjustments to the normal renewal.

Some requests for changes include: 1) reduce the number of cylinders covered by the lease; 2) increase the number of cylinders covered by the lease; 3) change the type/size of cylinders covered; 4) change the expiration on the lease so that other leases could all expire during the same month; 5) change the Purchase Order reference; and 6) expire the lease entirely.

As you know, leases have price reductions built into them. While our normal monthly rental rate is one value, an annual lease has a discount built in so that the annual cost is much lower. So, there are great financial benefits to keeping and maintaining leases on cylinder balances.

The current lease set for renewal will be invoiced within the next month or so. Below is a summary of that sales order and details regarding the renewal.

Part No	Description	Term	Quantity	Amount
LSECYL	LEASE CYL	1 YR	4	\$308.16

If you would like to make any of the changes listed above, please contact Athena Liaguno at (469) 533-1095 or athena.liaguno@airgas.com.

If we do not hear from you within the next 15 days, we will begin the process to convert the order into an invoice.

Airgas continues to work diligently to provide quality products and service. Thank you for your continued loyalty.

Regards,

Athena Liaguno
Southwest Lease Specialist

AMOUNT LISTED ABOVE IS NOT THE FINAL AMOUNT DUE

Price listed above includes all associated fees except Sales Tax, if applicable.

Have you visited Airgas.com lately? You now have the ability to access real-time account information, such as order status, view past orders, get your account balance, or search Invoice history. Register now at Airgas.com/register.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Airgas USA LLC
Decatur, TX United States

Certificate Number:
2016-71448

Date Filed:
06/15/2016

Date Acknowledged:
6-15-16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
WISE CO AUDITOR PCT 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
9936522514
CYLINDER LEASE AND / OR RENT

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

5 Check only if there is NO interested Party.

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



Jerry Hemphill
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said 15th Jerry Hemphill this the 15th day of June 2016, to certify which, witness my hand and seal of office.

Emily Creswell Signature of officer administering oath
 Emily Creswell Printed name of officer administering oath
 Notary Public Title of officer administering oath

149

RX Date/Time 06/06/2016 11:05 Wise County Auditor

12:06 Wise County Auditor

(FAX) 940 627 3388 P.003 P.003/004

CYLINDER LEASE RENEWAL

Airgas
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
06/01/2016	2831551	9936523059	07/01/2016	\$ 88.12

SOLD BY AIRGAS USA, LLC (C311)
1400 W US 380
DECATUR TX 76234-5800
940-627-6820

Manage Your Account Online
Pay invoices, review order history, track shipping, and more!
Go to: airgas.com/onlinebillpay
We accept   **VISA** 



PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

21181 1 AT 0.399 T01 3DG762 PL3 S206
BILL TO WISE CO PUBLIC WORKS
PO BOX 899
DECATUR TX 76234-0899



Airgas USA, LLC
PO BOX 676015
DALLAS TX 75267-6015



28315511993652305900000088123

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2888

INVOICE NO.	INVOICE NO.	INVOICE DATE	PAYER	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	INVOICE DATE	INVOICE AMOUNT
7036918426	9936523059	06/01/2016	2831551	7036918426	06/01/2016	71.50	7036918426	71.50
Lease Renewal				NET 30			04/21/2016	
7036918426	LSECYL	1 CL		71.50	YR		71.50	N
LEASE CYL								(H)
LEASE RENEWAL 07/01/2016 TO 06/30/2017								
Airgas Hazmat Chg ML				Sale subtotal:		71.50	16.62	
Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale								

88.12

Airgas www.airgas.com
Airgas USA, LLC
PO Box 1152
Tulsa, OK 74101

SHIP TO: 2831551
WISE CO PUBLIC WORKS
PO BOX 899
DECATUR TX 76234-0899

Airgas USA, LLC
Acct No 8606074174
PNC Bank, ABA No 031000053

For change of address
email to: cdv_return_mktg@airgas.com
or call 855-676-3366



Airgas USA LLC
General Business Division
110 W. 7th
Tulsa, OK 74110
<http://www.airgas.com>

**IMPORTANT NOTICE ABOUT YOUR LEASE
THIS IS NOT AN INVOICE – DO NOT PAY FROM THIS DOCUMENT**

June 1, 2016

WISE CO PUBLIC WORKS
PO BOX 899
DECATUR TX 76234-0899

Ship To Account #	2831551
Sales Order	7036918426
P.O. Number	Lease Renewal
Total Order Amount	\$88.12

Shipped To: WISE CO PUBLIC WORKS
PO BOX 899
DECATUR TX 76234-0899

Dear Customer:

Our records indicate that you have a lease set to expire in approximately 60 days. As our normal course of business, Airgas automatically generates an invoice to renew each lease prior to the end of the lease term. However, sometimes our customers have needs that require adjustments to the normal renewal.

Some requests for changes include: 1) reduce the number of cylinders covered by the lease; 2) increase the number of cylinders covered by the lease; 3) change the type/size of cylinders covered; 4) change the expiration on the lease so that other leases could all expire during the same month; 5) change the Purchase Order reference; and 6) expire the lease entirely.

As you know, leases have price reductions built into them. While our normal monthly rental rate is one value, an annual lease has a discount built in so that the annual cost is much lower. So, there are great financial benefits to keeping and maintaining leases on cylinder balances.

The current lease set for renewal will be invoiced within the next month or so. Below is a summary of that sales order and details regarding the renewal.

Part No	Description	Term	Quantity	Amount
LSECYL	LEASE CYL	1 YR	1	\$88.12

If you would like to make any of the changes listed above, please contact Athena Laguno at (469) 533-1095 or athena.laguno@airgas.com.

If we do not hear from you within the next 15 days, we will begin the process to convert the order into an invoice.

Airgas continues to work diligently to provide quality products and service. Thank you for your continued loyalty.

Regards,

Athena Laguno
Southwest Lease Specialist

AMOUNT LISTED ABOVE IS NOT THE FINAL AMOUNT DUE

Price listed above includes all associated fees except Sales Tax, if applicable.

Have you visited Airgas.com lately? You now have the ability to access real-time account information, such as order status, view past orders, get your account balance, or search invoice history.

Register now at Airgas.com/complete

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-71461

Date Filed:
06/15/2016

Date Acknowledged:
06-15-16

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

Airgas USA LLC
DECATUR, 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 CO PUBLIC WORKS

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.

9936523059
CYLINDER LEASE AND/ OR RENT

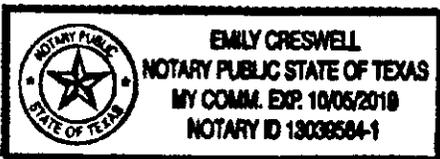
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

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



Jerry Hemphill
Signature of authorized agent of contracting business entity

APPLY NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said Jerry Hemphill this the 15th day of June, 2016, to certify which, witness my hand and seal of office.

Emily Creswell
Signature of officer administering oath

Emily Creswell
Printed name of officer administering oath

Notary public
Title of officer administering oath

14g



Collin College

Third Party Billing Contract

Vendor Name WISE COUNTY SHERIFF'S OFFICE
 Primary Contact WENDY SHEARIN
 Billing Address P.O. BOX 899
DECATUR, TX 76234
 Phone Number (940) 627.5971
 FAX Number (940) 627.3797
 E-mail Address SHEARINW@SHERIFF.CO.WISE.TX.US

Collin College (Collin) and WISE COUNTY SHERIFF'S OFFICE (Vendor) enter into a third party billing contract (Contract) whereupon Vendor agrees to pay Collin for tuition, fees, books, supplies and/or other services as authorized by the Vendor in this Contract. The duration of the Contract, specific costs covered, and amount for which the Vendor will be responsible are defined in the spaces provided

Duration of Contract (not to exceed two years): 2 years Oct 1, 2016-Sept 30, 2018
 Costs paid by Vendor (indicate with an 'X'): Tuition Fees Books Supplies Other*
 Maximum per student: \$ (as needed)
 And/or maximum per this agreement: \$ (as needed)

It is understood Collin will invoice the Vendor and that payment is due upon receipt of invoice. When appropriate, attach a list of students, their corresponding social security number and/or birthdate, course(s) in which to be registered, and amount to be paid by the Vendor for each student. This Contract may be cancelled by either party with written notice. However, cancellation does not preclude Vendor or Collin from fulfilling obligations incurred prior to the cancellation of the Contract.

*Special Instructions: _____

Signature of Vendor's Authorized Agent _____
 Printed Name/Title: Barbara Jindra
Associate Vice President, Administrative Services

Date _____ Date received _____

Fax completed forms to: (972)548-6589
 Or
 Mail to: Central Park Campus
Attn: Law Enforcement Academy
2200 W. University Drive
McKinney, TX 75069-8001
For questions call (972) 548-6863

For Office Use Only:	Vendor ID	<u>100034243</u>
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WISE COUNTY EMS

1101 W. Rose Ave.
Decatur, Texas 76234
(940)627-2002 Fax (940)627-7521

FIRST RESPONDER **LETTER OF AGREEMENT**

In an effort to comply with Chapter 157.14 (c) (1) (2), T.A.C. adopted under the authority of Chapter 773, Article 773.003, Health and Safety Code, this letter of agreement between the County of Wise Emergency Medical Service Department, hereinafter referred to as the Department and Alvord Volunteer Fire Department, hereinafter referred to as the Organization, is adopted for said compliance.

RESPONSIBILITIES AND AUTHORITY OF THE DEPARTMENT'S ADMINISTRATOR

1. Review of compliance with established field performance guidelines for EMS personnel
2. Review of compliance with established training guidelines for EMS personnel
3. Review and recommend revision of the medical protocols and standing orders of the Organization
4. Approval and periodic review of the Organization's ongoing QA program
5. Function as the primary liaison between the Organization, the Department, the EMS Medical Director and the local Medical Community
6. May recommend, to the EMS Medical Director, the withdrawal of approval for the level of prehospital care provided by an EMS volunteer for non-compliance with the Health and Safety Code, Chapter 773, the Texas Administrative Code Chapters 157 and 197, or accepted medical practice, pursuant to the Department's adopted procedure and the Texas Register Act, Texas Civil Statutes, Article 6252-13A
7. Recommends appropriate remedial or corrective measures for the Organization's EMS personnel which may include, but are not limited to, counseling, re-training, testing, probation and/or field preceptorship
8. May recommend suspension of a certified EMS provider from medical care duties within the Organization for due cause pending review and evaluation
9. Approves a comprehensive method for management of patient care incidents, including patient complaints, allegations of substandard care and deviations from established protocols and patient care standards

RESPONSIBILITIES AND AUTHORITY OF THE ORGANIZATION'S CHIEF

1. Submits to the Department's Administrator appropriate forms for individual EMS personnel for approval of the level of prehospital care that they may render locally, before they are permitted to provide such care
2. Reports to the Department's Administrator any non-compliance with the established field performance guidelines by the Organization's EMS personnel
3. Reports to the Department's Administrator the status of the Organization's training guidelines that meet or exceed those established by the Texas Department of Health for EMS personnel
4. Monitors for and reports to the Department's Administrator any deviations from the established medical protocols and standing orders

5. Reports to the Departments Administrator about the Organization's ongoing system audits and QA program
6. Implements the recommendations of the EMS Medical Director on medically related aspects of operation of the Organization including the Department's performance specifications
7. Reports to the Department's Administrator any problems or concerns between the Organization, the Department or the Medical Community
8. Reports to the Department's Administrator any known non-compliance with the Health and Safety Code, Chapter 773, Texas Administrative Code Chapters 157, 197 and/or accepted medical practice on the part of any of the Organization's EMS personnel
9. Considers the Department Administrator's recommendations regarding remedial or corrective measures for the Organization's EMS personnel found to be in need of such measures
10. Considers the suspension from medical duties of any of the Organization's EMS personnel for due cause pending review and evaluation as the Department's Administrator recommends
11. Reports to the Department's Administrator all patient care incidents, patient complaints, allegations of substandard care and/or deviations from established protocols and patient care standards
12. Ensure that First Responder Patient Report forms are available at EVERY scene, and properly filled out for each patient, including "No Transports". A copy of the completed form shall be supplied to the Department upon request
13. When on scene, Organization personnel shall be identified by at least the following: name of service, name of individual and level of certification
14. Maintain program for security of patient confidentiality as required under HIPPA regulations.
15. The Organization shall receive notice to respond to EMS calls primarily through 911 Dispatch. They may also respond to request via direct radio request from a public safety agency or through direct phone request for service.
16. The Organization will provide First Response Emergency Medical Care 24 hours per day, 7 days per week. The response shall be executed as an emergency, code three response in all cases, except in situations where circumstances warrant a lower level of response code. Chain of command in compliance with State NIMS recommendations will be utilized whenever possible.

Wise County Judge

Date: _____

Wise County EMS Medical Director

Date: _____

Wise County EMS Administrator

Date: _____

Fire Chief

Date: _____



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/21/2016
To: Tom Goode
Organization: County of Wise
Public Works Dept
Fax #: **Phone #:** 940-627-6655

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #25739647
Document Date: 06/02/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 06/02/2016

Quotation Number: 25739647

County of Wise
Public Works Dept
2901 Fm 51 S
Decatur TX 76234
Attn: Tom Goode

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 367779

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 09/01/2016 End Date: 08/31/2017	400.00	400.00
			Item Subtotal	400.00
			Estimated Tax	0.00
			Total	\$ 400.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Barbara Walker **Ext:** 3936

[CSBATCDOOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]
 380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28533936
 Fax #: 909-307-3083

Quotation
 Page 2

Date: 06/02/2016 Quotation No: 25739647 Customer No: 367779

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$ 400.00 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

 Signature of Authorized Representative

 Date

JD Clark
 Name (Please Print)

County Judge
 Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wise County Public Works
Decatur, TX United States

Certificate Number:
2016-73917

Date Filed:
06/21/2016

Date Acknowledged:
6-27-16

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 Public Works Department

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.

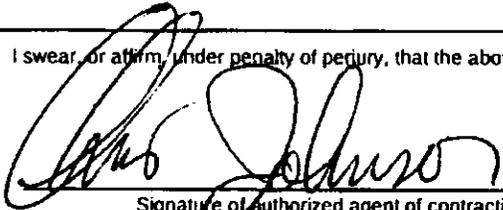
Esri Quote 25739647
10 ArcGIS for Desktop Basic Single Use Primary Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dangermond Trust, The Jack and Laura	Redlands, CA 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.



Signature of authorized agent of contracting business entity
Chris Johnson - Manager, Commercial and Government Contracts

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Please see attached, this the _____ day of _____, 2016, to certify which, witness my hand and seal of office.

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



INSTRUCTIONAL PARTNERSHIP AGREEMENT
Between
Wise County Sheriff Department and Weatherford College

This is an instructional partnership agreement between Weatherford College and Wise County Sheriff Department. This agreement is effective from September 1, 2016 through August 31, 2017, between Wise County Sheriff Department, 200 Rook Ramsey Drive, Decatur, Texas and Weatherford College, 225 College Park Drive, Weatherford, Texas 76086. The agreement may be extended or canceled by either party with thirty (30) days written notice.

Contact person: Wendy Shearin, Training Coordinator
Address: Wise County Sheriff Department
 200 Rook Ramsey Drive
 Decatur, Texas 76234

Telephone Number: 940-627-5971

Email Address: shearinw@sheriff.co.wise.tx.us

WHEREAS, Wise County Sheriff Department wishes to enter into contract with Weatherford College Workforce Education and provide eligible students training in the area of Law Enforcement. All courses are assigned Workforce Education Course Manual (WECM) numbers and are entitled to receive TCLEOSE certification if requested by partnering agency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties enter into this agreement:

TRAINING AND CLASSES: Students successfully completing designated course(s) will be awarded certificates of completion earning Continuing Education Units (CEUs) from Weatherford College.

Students completing designated course(s) will receive a grade of Satisfactory (S) or Unsatisfactory (U), which will be recorded on the student's official Weatherford College transcript.

WEATHERFORD COLLEGE WILL PROVIDE:

- Registration of students
- Weatherford College Continuing Education Certificates of Completion
- Administration of program
- Curriculum/Syllabus
- Summary of evaluations of course(s) and instructor(s)
- Classroom (if requested)
- Instructor (if requested)
- Report training hours to TCLEOSE
- Other: _____

WISE COUNTY SHERIFF DEPARTMENT WILL PROVIDE:

- Instruction (upon approval of Weatherford College)
- Curriculum (upon approval of Weatherford College)
- Coordinator for designated courses, and consultation with Coordinator of WC Law Enforcement Academy
- Other: _____

Wise County Sheriff Department will provide instructional services for courses outlined by TCOLE. After a review of the quality level of instructional materials and designated instructors, regarding each course offering, Weatherford College will retain sole and direct control (for purposes of contractual agreements) to offer non-credit workforce education courses. WC shall retain the right and responsibility to approve, or deny, the use of instructional materials, WC course-delivery logistics, WC course-offering expenditures, record-keeping, evaluation methods, and other third party arrangements that assure the integrity and success of the endeavor. WC shall retain the right to inspect and validate course instruction, instructors, and curriculum at any time, and if WC deems necessary, make any changes required. Further, because student passing rates directly affect the standing of WC with TCOLE, WC shall retain the right to cancel a class and/or this contract at any time with just cause. If applicable, part or all of this authority and/or responsibility may be contracted to a third party organization if WC determines that such contracting will not compromise the integrity and quality of the instruction and participating instructor(s). The instructional materials and designated instructors must maintain a level of quality and accountability that assures compliance with applicable institutional standards regarding the instructional quality and student outcomes.

1. **LOCATION OF TRAINING SITE:** The following location will serve as the training site for the program stated in the Agreement:

**Wise County Sheriff Department Facility
200 Rook Ramsey Drive
Decatur, Texas 76234**

**Wise County Weatherford College (Interim site)
5180 US HWY 380
Bridgeport, Texas 76426**

2. **CLASS SIZE:** As agreed upon by both parties.
3. **STUDENT STATUS:** Participants will register as Weatherford College Continuing Education non-credit students. Students successfully completing the course(s) will receive a grade of satisfactory (S) or unsatisfactory (U) that will be recorded on an official Weatherford College transcript. A student may request, in writing, an "official transcript" from the Weatherford College Student Services Division. Any enrolled student may request the transcript be forwarded to other community colleges or universities.
4. **INSTRUCTOR QUALIFICATIONS:** Wise County Sheriff Department police officers will be processed by WC as Continuing Education adjunct instructors. Instructors must provide to WC all transcripts, certifications and any other documentation proving qualifications per SAC's guidelines.
5. **INSTRUCTION COST:** Weatherford College will enroll Wise County Sheriff Department's employees/students at zero tuition and zero fees. For instruction provided by another department or at another location, Weatherford College will negotiate the rate per course based on student enrollment and cost of instruction. This will be agreed upon by each party before the course start date.

6. **AGREEMENT:** This agreement shall be enforced under the laws of the State of Texas and any disputes regarding same shall be instituted and litigated in Parker County, Texas.

Recognizing the importance of our endeavor and in the spirit of cooperative effort and mutual benefit, we are pleased to enter the Agreement.

**Kay Young, Dean of Workforce/Economic Development
Weatherford College**

Date

**Andra Cantrell, VP of Financial Affairs
Weatherford College**

Date

**Lane Akin, Sheriff
Wise County Sheriff Department**

Date

**J.D. Clark, Judge
Wise County Judge**

Date

149

FULLY EXECUTED

June 27, 2016

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

- 1. Dam Maintenance Agreement and Funding**
- 2. DSHS Vital Statistics Agreement**
- 3. City of Bridgeport Surplus Property**
- 4. Bid 16-600-028 Real Estate Broker Agreement**

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

-
- B. PROJECT MEASURES COVERED —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #16, EWP(DSR #2015-48497-DC16)

Location North of Decatur on County Road 2750, Wise County, Texas

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- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

-
- D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

- B. PROJECT MEASURES COVERED —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #23A, EWP(DSR #2015-48497-DC23A)

Location North of Decatur, Old Greenwood Road, Wise County, Texas

- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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- D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

B. **PROJECT MEASURES COVERED** —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #23B, EWP(DSR #2015-48497-DC23B)

Location North of Decatur on Old Greenwood Road, Wise County, Texas

C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

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- B. PROJECT MEASURES COVERED —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #26, EWP(DSR #2015-48497-DC26)

Location East of Decatur on County Road 4511, Wise County, Texas

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- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

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- B. PROJECT MEASURES COVERED —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #12-1, EWP (DSR #2015-48497-DC12-1)

Location Northeast of Alvord on Parker Dairy Road, Wise County, Texas

- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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-
- B. PROJECT MEASURES COVERED —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #12-2, EWP(DSR #2015-48497-DC12-2)

Location Northeast of Alvord on County Road 2560, Wise County, Texas

-
- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

B. **PROJECT MEASURES COVERED** —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #14-161, EWP(DSR #2015-48497-DC14-161)

Location North of Decatur on County Road 2461, Wise County, Texas

C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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- B. **PROJECT MEASURES COVERED** —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #15-2, EWP(DSR #2015-48497-DC15-2)

Location North of Decatur on Old Greenwood Road, Wise County, Texas

-
- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

- B. PROJECT MEASURES COVERED —

Name of project Denton Creek Watershed Project, Trinity River

Identity of improvement or development Site #15-3, EWP(DSR #2015-48497-DC15-3)

Location North of Decatur on County Road 2445, Wise County, Texas

- C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

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If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

Wise Soil & Water Conservation District No. 548

(Name of Sponsor)

By: Cody Allsup

Title: Chairman

Date: 1/19/16

This action authorized Wise SWCD #548
at an official meeting

1604 West Business 380 on 19th

day of January, 20 16

at Decatur

State of Texas

Attest: Wayne Long
(Name)

SECRETARY
(Title)

Wise County

(Name of Sponsor)

By: [Signature]

Title: County Judge

Date: 5/17/16

This action authorized Wise County Commissioners Court
at an official meeting

WIN Trinity & Decatur on 25th

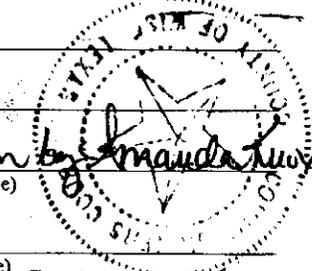
day of January, 20 16

at Decatur

State of Texas

Attest: Sherry Lemon Mauda Lewis Chief Deputy
(Name)

Sherry Lemon (Title)
Ex-Officio Clerk of Commissioners Court
County Clerk, Wise County



5-17-16

Contract Number: 537-17-0120-00001

DEPARTMENT OF STATE HEALTH SERVICES



Contract number ~~537-17-0120-00001~~ (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and Wise County Clerk's Office (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2016 and end on August 31, 2018.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
 1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.

Contract Number: 537-17-0120-00001

- B. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. Billing.

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Wise County Clerk's Office

Address: Records Building
200 North Trinity
Decatur, TX 76234

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

Contract Number: 537-17-0120-00001

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Wise County Clerk's Office	DSHS
Sherry Lemon Wise County Clerk's Office Records Building 200 North Trinity Decatur, TX 76234 Phone: (940) 627-3351 Email: countyclerk@co.wise.tx.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsay@dshs.state.tx.us

IX. General Terms and Conditions.

A. Governing Law. Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. Amendment. This Contract may be modified by written amendment signed by the Parties.

C. Confidentiality.

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law. To the extent the Parties execute, or have executed, a separate Data Use Agreement or other confidentiality agreement in compliance with the relevant statutes, that agreement will also apply to this Contract.

Contract Number: 537-17-0120-00001

2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
 3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
 4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtml>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

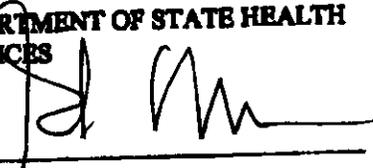
Contract Number: 537-17-0120-00001

K. Termination.

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH
SERVICES



Ed House
Chief Operating Officer
Department of State Health Services

Date

June 13, 2016

WISE COUNTY CLERK'S OFFICE



J.D. Clark
County Judge
Wise County

Date

5-31-16

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: **Bridgeport, Texas**, a political subdivision of the State of Texas (namely for the Bridgeport Police Department) ("City of Bridgeport"); 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 Bridgeport has need of the above mentioned Equipment;

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

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

Section 2. Obligations of City of Bridgeport

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

Section 3. No Warranties or Representations.

THE EQUIPMENT SOLD, TRANSFERRED AND CONVEYED TO CITY OF BRIDGEPORT 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 Bridgeport, Texas

By: Randy Singleton
Name: Randy Singleton
Title: Mayor-City of Bridgeport

Date: 6-13-2016

Attest:

Erika McComis
Name: Erika McComis
Title: City Secretary



Approved

Wise County, Texas

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

Date: 5-16-16

Attest:

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



CITY OF BRIDGEPORT

ASSET NUMBER	DESCRIPTION	SERIAL NUMBER
13305	ITRONIX G88000 LAPTOP	ZZSJC9274ZZ1053
13308	ITRONIX G88000 LAPTOP	ZZSJC9274ZZ1050
13438	DELL LATITUDE E6400 LAPTOP	3K98XL1
13439	DELL LATITUDE E6400 LAPTOP	F798XL1
13441	DELL LATITUDE E6400 LAPTOP	5K98XL1
13442	DELL LATITUDE E6400 LAPTOP	D798XL1
13443	DELL LATITUDE E6400 LAPTOP	C798XL1
13444	DELL LATITUDE E6400 LAPTOP	1H48XL1
13463	HAVIS E6400 DOCKING STATION	C106724
13467	HAVIS E6400 DOCKING STATION	C106726
13468	HAVIS E6400 DOCKING STATION	C106725
13600	DELL LATITUDE E6420	3HPJPQ1
13601	DELL LATITUDE E6420	2HPJPQ1
13602	DELL LATITUDE E6420	4HPJPQ1
13604	HAVIS VEHICLE DOCKING STATION	C110285
16544	ITRONIX LAPTOP MOUNT	ZZCWA7254AD0047
16674	LAPTOP MOUNT	ZZCWA8178AD0014
17043	HAVIS E6400 DOCKING STATION	C106052
17046	HAVIS E6400 DOCKING STATION	C106154
20229	HAVIS DS-DELL DOCKING STATION	0713D1101400
20436	HAVIS DOCKING STATION	0413D1100650
20982	HAVIS DS DELL 231 DOCKING STATION	8743



**TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Judge J.D. Clark
C/O Wise County, TX
Address: PO Box 393
City, State, Zip: Decatur, TX 76234
Phone: (940) 627-5743 Fax: _____
E-Mail: Thomas.Aaberg@co.wise.tx.us

Broker: Century 21 Judge Fite Company
Jim Fite
Address: 120 Main St
City, State, Zip: Paradise, TX 76073
Phone: (817) 874-6510 Fax: _____
E-Mail: Cher@CherRealty.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 1203 Halsell St
City: Bridgeport County: Wise Zip: 76426-3150
Legal Description (*Identify exhibit if described on attachment*): .183, Subd:Original Bridgeport

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: Any and all tangible personal property is owned by Wise County and will Not convey. Noted In MLS

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

(TAR-1301) 4-1-14

Initialed for Identification by Seller JJC, JF and Broker/Associate



Page 1 of 9

CENTURY 21 Judge Fite Company - Parker County Regional Office, 1880 Santa Fe Drive, Suite 100 Weatherford, TX 76086
Phone: 817.874.6510 Fax: 817-596-9449 Cher Tilghman

1203 Halsell

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

1203 Halsell St

Commercial Listing concerning Bridgeport, TX 76426-3150

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 95,000.00
Ninety-Five Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except _____

4. TERM:

- A. This Listing begins on June 23, 2016 and ends at 11:59 p.m. on June 22, 2017. Seller may terminate this Listing on notice to Broker any time after 30 Days.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:
 - (1) 6.000 % of the sales price.
 - (2) _____
- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
 - (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
 - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
 - (5) Seller breaches this Listing.
- C. Payable: Once earned, Broker's fee is payable either during this Listing ~~or after it ends~~ at the earlier of:
 - (1) the closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

1203 Halsell St

Commercial Listing concerning Bridgeport, TX 76426-3150

D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

(a) N/A % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; and N/A

(b) N/A

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

(a) N/A % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts N/A ;

(b) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts N/A ; or

(c) N/A

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

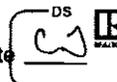
(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: N/A

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 0 days.



1203 Halsell St

Commercial Listing concerning Bridgeport, TX 76426-3150

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Wise County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: N/A (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) N/A % of the sales price if Seller sells the Property;
- (2) N/A % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; N/A; and
- (3) N/A

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker will will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

- A. **Intermediary Status:** Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospects who Broker represents.

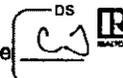
Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ◆ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ◆ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ◆ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ may not treat a party to the transaction dishonestly; and
- ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):



- (i) on the Internet on Broker's website and on other websites as Broker determines;
- (ii) in any advertisements whether in print or electronic media; and
- (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
- (3) furnish comparative marketing and sales information about other properties to prospects;
- (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
- (5) obtain information from any holder of any note secured by a lien on the Property;
- (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
- (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
- (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
- (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*
 - (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TAR-1408).

- (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

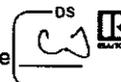
(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.



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- TAD DS [Signature] [Initials]
- C. ~~Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
- ~~(1) that arise from Seller's failure to disclose any material information about the Property;~~
 - ~~(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;~~
 - ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or~~
 - ~~(4) that are otherwise caused by Seller or Seller's negligence.~~

15. SPECIAL PROVISIONS:

TAD DS [Signature] [Initials]

16. **DEFAULT:** ~~If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.~~

17. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

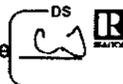
TAD DS [Signature] [Initials]

18. **ATTORNEY'S FEES:** ~~If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.~~

19. **ADDENDA:** Addenda or information that are part of this Listing are:
- A. Information About Brokerage Services (TAR-2501)
 - B. Property Description Exhibit identified in Paragraph 2
 - C. Condominium Addendum to Listing (TAR-1401)
 - D. Commercial Property Condition Statement (TAR-1408)
 - E. Information About On-Site Sewer Facility (TAR-1407)
 - F. Information about Special Flood Hazard Areas (TAR-1414)
 - G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.



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- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Partial Sales or Leases:** If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: Judge J.D. Clark

C/O Wise County, TX

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature): _____

Printed Name: _____

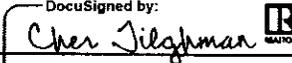
Title: _____ Date: _____

Broker:

Broker / Company Name: Century 21 Judge Fite Company

Jim Fite

License No. 0316490

By (signature):  _____

Printed Name: Cher Silghman

Title: RE Associate License No. 0543113

Date: 06-22-2016

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CANCELLATIONS

June 27, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. Experience Works