

15F

FULLY EXECUTED

June 29, 2015

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

- 1. Greenwood Slidell VFD Surplus Property**

Section 3. No Warranties or Representations.

THE IDENTIFIED SURPLUS PROPERTY SOLD, TRANSFERRED AND CONVEYED TO VFD 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.

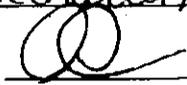
Section 5. Miscellaneous.

- 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. This Agreement has been duly and properly approved by the parties' governing bodies.
- C. This Agreement constitutes a binding obligation on each party.
- D. This Agreement shall be construed in accordance with the laws of the State of Texas.
- E. 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.
- F. 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.
- G. 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

Greenwood/Slidell VFD

By: _____



Adam North

Date: _____

6/17/15

Approved

Wise County, Texas

By: _____



J.D. Clark, Wise County Judge

Date: _____

6/15/15

Wise County Asset Control

By: _____



Diana Alexander, Asset Control Specialist

Date: _____

6/15/15

Exhibit "A"

**2008 Ford F250
VIN: 1FTSW21R78EB48175**

KSF

CANCELLATIONS

June 29, 2015

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Current Xerox Copier Rentals for the County Clerk**



SCHEDULE A
Accurint for Government
(Subscription)

Agency (Customer) Name: Wise County EMS (Texas)
 Billgroup #: ACC-1311731
 LN Account Manager: Sarah Kelemen

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning 7/1/2015 ("Initial Term"), and shall automatically renew for additional periods of twelve (12) months ("Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Minimum Payment: Customer shall pay to LN each month the Flat Rate Commitment of Sixty Dollars (US \$60.00) (the "Flat Rate Commitment"). If during any given calendar month Customer's actual monthly use of the applicable services ("Actual Use") exceeds One Hundred and Twenty Dollars (US \$120.00) (the "Cap"), Customer will be charged the Transactional Fees in effect at that time for all searches in excess of the Cap.

2.2 Transactional Fees: The attached Price Schedule lists the currently available searches and reports ("Features"), as well as their respective prices ("Transactional Fees").

2.3 Users: Customer shall be granted unlimited User ID's during the Initial Term and any Renewal Term.

2.4 Features not included: The following Features are not included in the Flat Rate Commitment and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule: Aerial Imaging, American Board of Medical Specialties Search, Bankruptcy Dockets/Documents, Business InstantID, Business InstantID with FraudDefender, Canadian Phones, Court Search Wizard, Delaware Corporation Search and Report, Dun and Bradstreet Report, Dun and Bradstreet Search, InstantID, InstantID with FraudDefender, MVR Report(Driving Record), Property Deed Image, Real Time Person Search, Satellite Image, XML, Work Place Locator and Batching Services. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

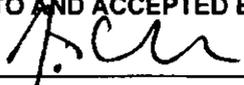
3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **6/25/2015**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Wise County EMS (Texas)

Signed: 
Name: JD Clark
Title: County Judge
Date: 6-29-15

Accurint for Government
(Plan 46)

(Pricing is per hit unless otherwise indicated. All features priced \$.35 or less are not discounted, in addition to any feature indicated as not discounted)

PRICE SCHEDULE (Transactional)	
FEATURES	PRICE
Advanced Person Search	
American Board Of Medical Specialties Search	
Associates ("Next Steps")	
Bankruptcies, Liens & Judgments Search (Charged Per Search)	
Bankruptcies (Charged Per Search)	
Bankruptcies Report	
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discounted)	
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discounted)	
Boolean Search	
Business Credit	
Business Credit Report	
Business InstantID (Charged Per Search)	
Business InstantID & FraudDefender (Charged Per Search)	
Business Search	
Businesses In The News (not discounted)	
Canadian Phones	
Case Audit Compliance	
Case Connect Deconfliction Alerts	
Civil Courts Search (Report Included) (Charged Per Search)	
CLIA Search (not discounted)	
Concealed Weapons Permit	
Corporation Filings (Report Included Except In Delaware)	
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable) (not discounted)	
County Civil Lower & Upper Court - 7 Year	
County Civil Lower & Upper Court - 10 Year	
County Criminal - 7 Year	
County Criminal - 10 Year	
Federal Division Civil - 7 Year	
Federal Division Civil - 10 Year	
Federal Division Criminal - 7 Year	
Federal Division Criminal - 10 Year	
Statewide Criminal	
Criminal Records (Charged Per Search)	
Criminal Records Report	
DEA Controlled Substances License Search	
Death Records (Charged Per Search)	
Delaware Corporations (not discounted)	

Delaware Corporations Report (not discounted)	
Disclosed Entity Service (not discounted)	
Driver Licenses	
Email Search	
FAA Aircraft (Report Included)	
FAA Pilots (Report Included)	
Federal Firearms & Explosives	
Federal Employer ID Numbers (FEIN)	
Fictitious Business Name	
Foreclosures Search (Report Included)	
Government Location Report (Charged Per Search)	
Hunting/Fishing Licenses	
InstantID Consumer Search (Charged Per Search)	
InstantID Consumer & FraudDefender Search (Charged Per Search)	
Internet Domains	
Liens & Judgments (Charged Per Search)	
Liens & Judgments Report	
Marriages / Divorces Search	
Motor Vehicles Search	
Motor Vehicles Report	
MVR Reports (Driving Records) (Charged Per Search) (not discounted)	
Alabama 3-Year	
Delaware	
Florida 3-Year	
Florida 7-Year	
Illinois	
Indiana 7-Year	
Iowa	
Kansas	
Maine 3-Year	
Minnesota 5-Year	
Mississippi 3-Year	
Nebraska 5-Year	
North Carolina 7-Year	
Rhode Island 3-Year	
South Carolina 3-Year	
Tennessee 5-Year	
Utah 3-Year	
Vermont 3-Year	
West Virginia 7-Year	
National Motor Vehicle Accident Search & Report (not discounted)	
National UCC Filings (Report Included)	
NCPDP (National Council for Prescription Drug Programs) Search (Charged Per Search)	
NCPDP (National Council for Prescription Drug Programs) Report (Charged Per Search)	
Neighbors ("Next Steps") (not discounted)	

NPI Search (not discounted)	
NPI Report	
Official Records Search (Report Included)	
Passport Validation (Charged Per Search)	
Patriot Act (Charged Per Search)	
People At Work Search	
People In The News (not discounted)	
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	
1 - 50	
51 - 250	
251 - 500	
501 - 1,000	
1,001 - 5,000	
5,001 - 25,000	
25,001 - 100,000	
Professional Licenses (Charged Per Search)	
Property Assessment Search	
Property Assessment Report	
Property Deed Search	
Property Deed Report (excluding Deed Image)	
Property Deed Image (additional charge when ordered from within Property Reports) (not discounted)	
Property Search (Property Assessments, Deeds & Mortgages)	
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	
Provider Search	
Provider Report	
Provider Report Card (Charged Per Search)	
Provider Sanction Search (Charged Per Search)	
Provider Sanction Report	
Real Time Motor Vehicle Registrations (Charged Per Search)	
Real Time Person Search (Charged Per Search)	
Real Time Phone Search	
Relatives ("Next Steps")	
Relatives, Neighbors & Associates ("Next Steps")	
Relevant Visual Link Analysis (Per Diagram) (not discounted)	
Satellite Image Search	
Sexual Offenders (Report Included) (Charged Per Search)	
Virtual Identity Search & Report	
Voter Registrations	
Watercraft	
Watercraft Report	
WorkPlace Locator (not discounted)	
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	
Automated Valuation Model (AVM) Report	
Business Link Report (Charged Per Search)	

Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	
Additional Report Options:	
Bankruptcy (Charged Per Search)	
Businesses At Address	
Concealed Weapons Permit Search	
Criminal Records Search (Charged Per Search)	
Criminal Records Report	
Driver Licenses At Address	
Hunting/Fishing License Search	
Liens And Judgments (Charged Per Search)	
Motor Vehicles Registered At Address	
Neighborhood Profile (2010 Census)	
Neighbors At Address	
Property Ownership Current / Previous	
Sexual Offenders Search (Report Included) (Charged Per Search)	
Comprehensive Business Report (Base Report Features: Name, Address And Phone Variations, Parent Company, ID Numbers And Industry Information)	
Additional Report Options:	
Associated Businesses	
Associated People	
Bankruptcy (Charged Per Search)	
Business Registrations	
Corporation Filings	
Dun & Bradstreet Records (not discounted)	
FAA Aircraft	
Internet Domain Names	
IRS 5500	
Liens And Judgments (Charged Per Search)	
Motor Vehicles	

Properties
UCC Filings
Watercraft
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)
Additional Report Options:
Associates
Bankruptcy (Charged Per Search)
Criminal Records (Charged Per Search)
DEA Controlled Substances License Search
Driver Licenses Information
Email Search
Federal Firearms & Explosives License Search
Liens And Judgments (Charged Per Search)
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)
National Motor Vehicle Accident Search & Report
Neighborhood Profile (2010 Census)
Neighbors (Up To 6 Neighbors At 10 Different Addresses)
People At Work
People At Work Locator
Phones Plus
Professional Licenses (Charged Per Search)
Properties
Relatives (Up to 3 Degrees of Separation)
Sexual Offenders (Charged Per Search)
Supplemental Data Sources (Charged Per Search)
UCC Filings
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)
Additional Report Options:
Associated Businesses
Associated People
Bankruptcy (Charged Per Search)
Business Phone Matches
Business Registrations
Corporation Filings
Dun & Bradstreet Records (not discounted)
FAA Aircraft
Internet Domain Names
IRS 5500
Liens And Judgments (Charged Per Search)
Motor Vehicles
Properties
Sanctions
UCC Filings

Verification
Watercraft
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)
Additional Report Options:
Additional Deceased Data Sources
Associates
Business Address Summary
Business Affiliations
Business Phone Matches
DEA Licenses
Degrees
Education
Group Affiliations
GSA Sanctions (Charged Per Search)
Hospital Affiliations
Liens And Judgments (Charged Per Search)
Medical Licenses (Charged Per Search)
Possible Criminal Records (Charged Per Search)
Professional Licenses (Charged Per Search)
Sanctions (Disciplinary) (Charged Per Search)
Sexual Offenses (Charged Per Search)
Specialties
Verification
Online Batch Services
Advanced Person Search
Deceased Person
Address (Single)
Address (Multiple)
EDA Phones (Directory Assistance) (Single)
EDA Phones (Directory Assistance) (Multiple)
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)
Address And Phones (Single)
Address And Phones (Multiple)
Address And/Or Phone Dedupe (Single) (per input)
Address And/Or Phone Dedupe (Multiple) (per input)
Real Time Phone Search
Real Time Motor Vehicle Registrations
Property - Add Up To Five Properties Owned By The Subject
Consumer InstantID
Consumer InstantID With Fraud Defender

Consumer InstantID With Red Flags Rule	
Business InstantID	
Business InstantID With Fraud Defender	
Multiple = 2 Or More Phones/Addresses Returned	--

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TENANT ESTOPPEL CERTIFICATE

Wise County, Texas, executes this Estoppel Certificate to and in favor of **Kress Ft. Worth, LLC**, a Texas limited liability company, and/or its assigns ("Purchaser"), with reference to the following facts:

A. This Estoppel Certificate is made with respect to that certain written lease agreement beginning on October 1, 2009 (the "Lease") between WBW Building Corp. ("Landlord") and Tenant affecting certain premises (the "Premises") in that certain vacant tract of land located at 120 E. Walnut, Decatur, Texas (the "Property"). Unless the context otherwise requires, capitalized terms used herein but not otherwise defined herein have the meanings as set forth in the Lease.

B. Tenant has been informed by Landlord that the Property is being sold to Purchaser and that in connection with such sale Landlord will assign all of Landlord's rights and interest in the Lease and other leases to Purchaser.

Tenant hereby certifies to Purchaser as follows:

1. The commencement and expiration dates (without the exercise of any renewal options) of the Lease are beginning on or about October 1, 2009, and ending on September 30, 2015, and the current annual rent due under the Lease is \$1,250.00, and the other current monthly payments due under the Lease are \$ -0-.
2. The Lease is in full force and effect and there is no default existing thereunder on the part of Landlord or Tenant.
3. Except as set forth in the Lease and other documents attached hereto as Exhibit A, Tenant has no options to renew or extend the Lease.
4. The rent due under the Lease has been paid in full for the annual period ending September 30, 2015. No additional rent is due unless and until the lease is extended.
6. There has been no additional prepayment of rent or other amounts due under the Lease. The amount of any security deposit presently held under the Lease by Landlord is \$ -0-.
7. Tenant is presently entitled to no offset, credit, or claims whatever against rent or other amounts due under the Lease.
8. Tenant has accepted occupancy of the Premises and Landlord has completed all of the improvements to the Premises required to be made by Landlord pursuant to the terms of the Lease.
9. Tenant is not owed any concession (free rental or otherwise) or other similar compensation under the Lease, except as follows: (none).
10. There are no subleases which exist with respect to the Premises.
11. Tenant does hereby acknowledge that it is aware that, if the Property has been or is sold to Purchaser, Landlord has executed or will execute an assignment (hereinafter called the "Assignment") of Landlord's interest in the Lease to Purchaser. Tenant hereby agrees, upon notification in writing from Seller or Purchaser, to make all payments of rent and other amounts due and payable under the Lease on and after the date of said notice to Purchaser.

12. Tenant acknowledges that this Estoppel Certificate shall be binding upon the personal representatives, successors and assigns of Tenant and shall inure to the benefit of the successors and assigns of Purchaser.

13. Tenant has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Tenant's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of the Tenant's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Tenant's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

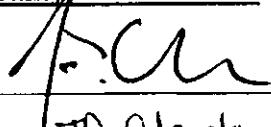
14. Tenant has been informed by Landlord that Purchaser is purchasing the Property based upon the Lease and the obligation of Tenant to pay rent and other amounts due under the terms of the Lease, which will be assigned to Purchaser. In that respect, Tenant acknowledges that Purchaser is relying upon the certifications made in this Estoppel Certificate.

15. Purchaser and Landlord hereby request that Tenant notify Purchaser in writing of the following events: (i) any proposed modification of the Lease, and (ii) any default or claimed defaults on the part of Landlord under the Lease. All notices and other communications hereunder to Purchaser shall be mailed by first-class registered or certified mail, postage prepaid, addressed to P.O. Box 600099, Dallas, Texas 75360, or at such other address as Purchaser may have furnished to Tenant in writing.

IN WITNESS WHEREOF, Tenant has caused this certificate to be duly executed as of this 29 day of June, 2015.

TENANT:

Wise County, Texas

By: 

Name: JD Clark

Title: County Judge

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SWORN STATEMENT IN PROOF OF LOSS

Amount of Policy at time of loss Policy No.: Date Issued: 07/01/2014

Date Expires: 06/30/2015 Claim Number: PR-2014-7788-001

To: **Texas Association of Counties Risk Management Pool**

At the time of loss, by the above indicated policy of coverage you indemnified Wise County against loss by Wind & Hail to the property described according to the terms and conditions of said coverage and all forms, endorsements, transfers and assignments attached thereto.

- 1. **Time and Origin:** A property loss occurred on or about 05/07/15. The cause and origin of said loss was wind and hail
- 2. **Occupancy:** The building described or containing the property described was occupied at the time of the loss as follows and for no other purpose whatever: Wise County Business
- 3. **Title and Interest:** At the time of the loss the interest of the covered pool member in the property described therein was complete ownership. No other person or persons had any interest therein or encumbrance thereon, except: N/A
- 4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: NO EXCEPTIONS
- 5. **Total Insurance:** The total amount of coverage upon the property described by this policy was at the time of loss was \$80,295,775.00 building and contents as is more particularly specified in the Declarations besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
- 6. **The Actual Cash Value** of said property at the time of loss was..... \$
- 7. **The Full Cost of Repair or Replacement** is..... \$ 85,481.16
- 8. **Depreciation or Betterment**..... \$ 6,384.78
- 9. **Actual Cash Value Loss** is (Line 7 minus Line 8)..... \$ 79,096.38
- 10. **Less Deductible**..... \$ 1,000.00
- 11. **Actual Cash Value of Claim** is (Line 9 minus Line 10)..... \$ 78,096.38
- 12. **Supplemental Claim** can be filed in accordance with the terms and conditions of replacement Cost Coverage, not to exceed..... \$ 6,384.78

The said loss did not originate by any act, design or procurement on the part of the assured, or this affiant: nothing has been done by or with the privity or consent of the assured or this affiant, to violate the conditions of the policy of coverage, or render it void: no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss: no property saved has in any manner been concealed, and no attempt to deceive the said Pool, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of the proof.

The furnishing of this blank or the preparation of proofs by representatives of the above insurance company is not a waiver of any of its rights.

[Signature]
Insured Representative

State of Texas, County of Wise

Subscribed and sworn to before me this 29th day of June, 2015



[Signature]
Notary Public

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Collin College

Third Party Billing Contract

Vendor Name WISE COUNTY SHERIFF'S OFFICE
 Primary Contact BLAKE WALLS
 Billing Address P.O. BOX 899
DECATUR, TX 76234
 Phone Number 940-627-5971
 FAX Number 940-627-3797
 E-mail Address WALLSB@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): 1 years Oct 1, 2015-Sept 30, 2016
 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 _____
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COPY MACHINE LEASE AND SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") (the "Lease") is made effective as of June 29, 2015, between Frank Dustin Office Supply, Inc., a Texas corporation (referred to in this Lease as "Lessor"), located at 105 East California, Gainesville, Cooke County, Texas 76240 and Wise County, Texas, a local governmental entity operating under the Constitution of the State of Texas, (referred to hereafter as "Lessee"), with Lessee's Financial Office being located at Wise County Auditor's Office, situated in Decatur, TX, with physical address being 207 North Church Street, Decatur, Texas and mailing address of P.O. Box 899, Decatur, Texas 76234. In consideration of the mutual promises contained in this Agreement, the contracting parties (collectively the "parties") (singular the "party") agree as follows:

ARTICLE 1

LEASE AND TERM

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

ARTICLE 2

COPY MACHINES

Substitution

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

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

Title to Copy Machines

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

Registration

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

ARTICLE 3

PAYMENTS BY LESSEE

Rent

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

Licenses and Taxation

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

ARTICLE 4

OPERATION AND MAINTENANCE

Lessee to Provide Maintenance

- 4.01. Lessor agrees to provide the following at Lessor's old expense:
- (a) All toner or other products that are necessary and/or required for proper and efficient operation of the Copy Machine(s).
 - (b) Service, maintenance and repairs, including all labor and parts that may be required to keep the Copy Machine(s) in good operating condition.
 - (c) The Maintenance Agreement will include up to 5,000 copies monthly, \$.0125 per copy for any copy made by Lessee in excess of 5,000 during a calendar month.

ARTICLE 5

TERMINATION

5.01. Lessee may terminate this Lease before the expiration of the termination date of its term (being 11:59 p.m. June 28, 2016) or before expiration of the termination date of subsequent renewal terms (if any) (being 11:59 p.m. June 28 of each subsequent year's anniversary of the initial term's delivery date to Lessee of June 29, 2015), by giving Lessor at least sixty (60) days prior written notice.

ARTICLE 6

GENERAL PROVISIONS

Parties Bound

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

Notices

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

ARTICLE 7

LEGAL CONSTRUCTION

Governing Law

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

Entire Agreement

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

Effect of Partial Invalidity

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

Headings

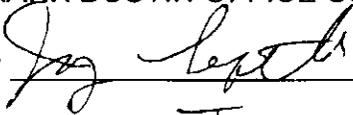
7.04. The headings and subheadings of the various Articles and Paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the Article and Paragraph so designated.

Effective Date

7.05. This contract is executed on the date hereinbelow and within Schedule "A", attached hereto and made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of June 29, 2015 (the "Effective Date").

LESSOR

FRANK DUSTIN OFFICE SUPPLY, INC.

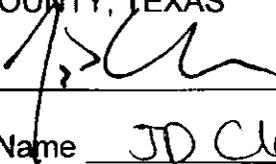
By 

Printed Name Johnny Letpetch

Date: 6-29-15

LESSEE

WISE COUNTY, TEXAS

By 

Printed Name JD Clark

Date: 6-29-15

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: _____
Located in the office of Wise County Animal Shelter
COPY MACHINE LEASE DATED: JUNE 29
Year: 2015

Make: Copystar 3010i Copier, With Dual Scan Document Feeder, With Fax

Serial Number: LNT4Y01337

Monthly Rental Fee: \$129.50 Machine + \$27.00 Fax = \$156.50

Delivery Date: June 2015

Lease Term: The initial term of this Lease will commence with an Effective Date of June 29, 2015, and terminate 11:59 p.m., June 28, 2016. Unless terminated early by Lessee as provided under ARTICLE 5; subsection 5.01 herein, a subsequent twelve (12) month renewal term will immediately commence on June 29, 2016. This Agreement may then renew annually for four (4) consecutive additional twelve (12) month periods if mutually agreed by both parties thirty (30) days prior to the Effective Date of each renewal term (if any). In any event, Lessee has the option to terminate this Lease or subsequent renewal lease terms (if any) under the terms and conditions provided under said ARTICLE 5; 5.01 of this Lease Agreement.

This Schedule is agreed to as being effective on June 29, 2015 (the "Effective Date"), and is attached to, and incorporated as, an integral part of that certain COPY MACHINE LEASE AND SERVICE AGREEMENT between the parties dated June 29, 2015.

LESSOR

FRANK DUSTIN OFFICE SUPPLY, INC.

By 

Printed Name Johnny Lettuch

LESSEE

WISE COUNTY, TEXAS

By 

Printed Name 6-29-15

15F

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001108-00



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

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$36,381.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/CRI CPS - Cities Readiness Initiative

7. Statement of Work:

SECTION I. STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, the Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events. Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

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

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

Primary Capabilities

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

Support Capabilities

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

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

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

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

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

G. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

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

1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf;
2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
<https://www.llis.dhs.gov/HSEEP>;
3. Preparedness program guidance(s) as provided by DSHS and CDC;
4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: DSHS SNS SharePoint site, Shared Documents/ SNS Program Resources & Guidance/2014-2015_SNS Program Requirements;
5. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and
6. Medical Countermeasure Operations Readiness Strategy 2014-2017,
<https://www.dshs.state.tx.us/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>.
7. Additional Reference Material
 1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
 2. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
 3. Community Preparedness Section Exercise Team Web Site:
<http://www.dshs.state.tx.us/commprep/exercises.aspx>; and
 4. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>.

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

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

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count

only once);

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

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

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

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

O. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

P. The Contractor will:

1. Provide programmatic reports as directed by DSHS in a format specified by DSHS;
2. Provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this Program Attachment and to monitor compliance;
3. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;
4. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
5. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
6. Perform and submit metrics on three SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvement Plan (AAR/IP) sixty days after completion of the drill or by April 1, 2016.
 - a. Staff Call Down;
 - b. Facility Set-up;
 - c. POD Activation;
 - d. Dispensing Throughput; and
 - e. RealOpt usage;
7. Submit above item Section I(P)(6) to PreparednessExercise@dshs.state.tx.us by April 1, 2016. Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2015 to April 1, 2016;

8. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015;
9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements;
10. Have plans, processes, and training in place to meet NIMS compliance requirements;
11. An end-of-year performance report in a format specified by DSHS no later than August 15, 2016; and
12. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

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

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

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

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

U. Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or other volunteer groups, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

SECTION II. PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in Section I. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the fiscal year 2016 PHEP base award.

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

SECTION VII. BILLING INSTRUCTIONS:

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

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

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

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

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

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

8. Service Area

Wise County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

11. Renewals:

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

12. Payment Method:

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

190300764

This section intentionally left blank.

16. Special Provisions

SPECIAL PROVISIONS:

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016, for costs incurred between the services dates of July 1, 2015 and June 30, 2016. No expenditures with service dates from July 1, 2015 to June 30, 2016 will be paid after August 15, 2016 from the Budget Period 4 (BP4) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2016 Department of State of Health Services General Provisions (Core/Sub Recipient).

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

C. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:

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

D. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of this Contract's term.

E. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:

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

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

- a. Contract (this document) 2016-001108-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

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

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

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

Name: Wise County
Vendor Identification Number: 17560012035

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

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

Department of State Health Services

Wise County

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Budget Summary

Organization Name: Wise County

Program ID: CPS/CRI

Contract Number: 2016-001108-00

Budget Categories

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

15F

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 Boonsville-Balsora 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 Co. EMS Medical Director

Date

Wise Co. EMS Administrator

Date

Fire Chief

Date

15F

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

THE STATE OF TEXAS

COUNTY OF WISE

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

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

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

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

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

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

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

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

A. A fee of one hundred fifty dollars (\$150) for preparing and mailing the October and May statements and for all collections thereof, payable out of current available revenues in full on or before April 1ST of each year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force or effect.

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

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

COUNTY OF WISE

DATE: _____

BY: _____

WISE COUNTY JUDGE

ATTEST: _____

WISE COUNTY CLERK

APPROVE: _____

WISE COUNTY TAX ASSESSOR/COLLECTOR

WISE COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

DATE: _____

BY: _____

BOARD PRESIDENT

ATTEST: _____

BOARD SECRETARY

15F

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

THE STATE OF TEXAS

COUNTY OF WISE

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

Whereas, the County of Wise (hereinafter referred to as "County", acting by and through its County Judge, heretofore duly authorized by Wise County Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor Collector, has agreed to provide tax assessing and collecting services for the CITY OF ALVORD (hereafter referred to as ("CITY")), and

Whereas, CITY acting by and through its duly elected CITY COUNCIL, which as authorized its CITY SECRETARY, to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers; and

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

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

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

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

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

A. A fee of forty eight cents (\$.48) per parcel for preparing and mailing the October and May statements and for all collections thereof, payable out of current available revenues in full on or before April 1ST of every year.

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

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

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

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

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

8. This contract shall take effect on April 1, 2015 and shall remain in effect for one year from that date. The parties hereto may renew this agreement annually with approval and agreement of their respective elective bodies, pursuant to Section 791.011 (f) of the Texas Local Government Code. Upon non-renewal of this contract by either or both parties, CITY agrees to pay the County for services rendered hereunder through the non-renewal date on the terms set forth in Section 3 and 4 above.

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

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

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

12. The County and CITY acknowledge that Wise County Appraisal District sets the values on real and personal properties and Pritchard and Abbott sets the values on all mineral interests and those values provided to County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Wise County Appraisal District, Pritchard and Abbott or judicial determination.

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

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

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

16. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force or effect.

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

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

COUNTY OF WISE

DATE: _____

BY: _____

WISE COUNTY JUDGE

ATTEST: _____

WISE COUNTY CLERK

APPROVED: _____

WISE COUNTY TAX ASSESSOR/COLLECTOR

CITY OF ALVORD

DATE: _____

BY: _____

MAYOR

ATTEST: _____

CITY SECRETARY

15f.

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

THE STATE OF TEXAS

COUNTY OF WISE

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

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

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

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

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

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

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

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

A. A fee of one hundred fifty dollars (\$150) for preparing and mailing the October and May statements and for all collections thereof, payable out of current available revenues in full on or before April 1st of each year .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force or effect.

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

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

COUNTY OF WISE

DATE: _____

BY: _____

WISE COUNTY JUDGE

ATTEST: _____

WISE COUNTY CLERK

APPROVE: _____

WISE COUNTY TAX ASSESSOR/COLLECTOR

CLEAR CREEK WATERSHED AUTHORITY

DATE: _____

BY: _____

BOARD PRESIDENT

ATTEST: _____

BOARD SECRETARY