

169

**JANITORIAL CONTRACT**  
**FOR THE**  
**WISE COUNTY BOYD ANNEX**

STATE OF TEXAS

WISE COUNTY

FY 2016-2017

**WHEREAS**, Judge Mandy Hays, the department head for the Wise County Boyd Annex (hereinafter Annex) is in need of a service to clean the aforementioned County facility.

**WHEREAS**, Ms. Lisa Boswell provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

**NOW THEREFORE**, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

**TERMS**

1. Ms. Boswell will provide cleaning services to the Annex between the hours of 8:00 a.m. and 5:00 p.m, Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Boswell shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$525.00 per month for the aforementioned services.
4. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. All cleaning responsibilities will include the following but not limited to:

**Cleaning for Justice of the Peace and Tax Assessor Offices:**

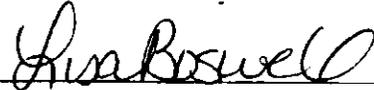
Entrance to Annex  
Foyer of Justice of the Peace Office  
Clerks Area  
Public Restrooms  
Kitchen  
Employee's Restrooms  
Court Room  
Judge's Chambers  
Constable's Office  
Storage Room  
Jury Room

**General Cleaning Services:**

Vacuuming  
Dusting  
Mopping  
Trash Pickup  
All Glass  
Plumbing Fixtures  
Baseboards

7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Boswell while providing said Janitorial work to the Annex.
  
8. Further, Ms. Boswell is not nor shall she be considered an agent of the County for any purposes.

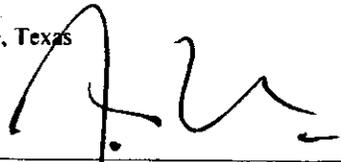
AGREED by Lisa Boswell on the 18<sup>th</sup> day of July.

Signature: 

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 25<sup>th</sup> day of July, and

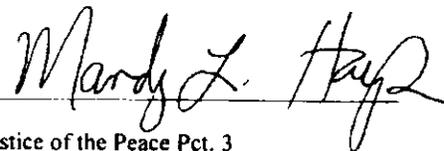
Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: 

Wise County Judge

Approved:

Signature:   
Justice of the Peace Pct. 3

# 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.**  
Lisa Boswell  
Bridgeport, TX United States

Certificate Number:  
2016-79082

Date Filed:  
07/01/2016

Date Acknowledged:  
7-25-16

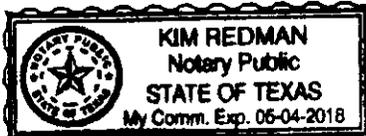
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County Justice of the Peace Precinct 3

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
FY 2016-2017  
JANITORIAL DUTIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BOSWELL, LISA	Bridgeport, TX United States	X	

**5 Check only if there is NO interested Party.**

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



*Lisa Boswell*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lisa Boswell, this the 1 day of July 20 16, to certify which, witness my hand and seal of office.

*Kim Redman*      Kim Redman      Notary  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

169

# Equipment Rental and Service Agreement



# NOVACOPY

Order #	50000	Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):		County Of Wise	
Trade / DBA Name (if different from above):		Sheriff's Office	
Primary Street Address:		200 Rook Ramsey Drive	Suite:
City:	Decatur	State:	TX
		Zip Code:	76234
Phone Number:	(940) 627-5971	County:	Wise
		Fed Tax ID:	76-6001203

Equipment Information:			
Quantity		Model	Description
1	Konica Minolta	C368	LCT/Staple/Punch/Reversing Document Feeder

See Schedule A-Financial Details and Overage Rates

Initial Term	Equipment Lease Payment*:	\$ 118.20
Months	Service Payment*:	\$ 98.80
	<b>Total Payment (Equipment Lease Payment + Service Payment)*:</b>	<b>\$ 217.00</b>

Copy Type	Copies Included Per Month	Payment period is monthly unless otherwise noted here:
Black and White Copies	20,000	Documentation/Processing Fee: N/A
Color Copies	1,000	

Digital Support Service Included

Digital Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$149.

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. Any conflicts between this document and the Wise County bid contract are superseded by the Wise County bid contract Bid No. 16-600-015 and is hereby incorporated by reference.

- EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it.
- EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Total Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside our normal business hours. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: You selected the Equipment based on Your own judgment.
- PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Total Payment, (ii) the applicable Overage Charges for each metered copy in excess of the applicable number of copies included in the Total Payment, and (iii) You will agree to provide tax exempt documentation to NovaCopy. You agree to pay the Total Payment amount even if You do not make the applicable number of copies in a given month. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to process automatic meter read reports generated by the Equipment, or (c) allow Us access to the Equipment to obtain meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine.
- TERM; AUTOMATIC RENEWAL.** The term of this agreement is a maximum of five years renewable at the end of each individual year.
- OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it.
- LOSS; DAMAGE; INSURANCE.** You shall, while the equipment is on your property, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us.
- TAXES AND OTHER FEES.** You agree to provide tax exempt certification to NovaCopy.
- DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, only with prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine.
- RETURN OF EQUIPMENT.** Upon expiration of the Term, provided You have performed all of Your obligations hereunder, We will promptly remove the Equipment from Your premises at Our cost and expense. The Equipment must be made available to Us in Good Condition (defined in Section 5). You are solely responsible for removing all data from any digital storage device, hard drive. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

10. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Texas and any dispute concerning this Agreement shall be adjudicated in the District Court located in Wise County, Texas. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

11. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your facsimile, copied or electronically transmitted signature may be treated as an original and may be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is fully binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (Identified above)		NovaCopy, Inc. ("We," "Us," "Our" and "Owner")	
<input checked="" type="checkbox"/>	Date: 7-25-16	By: <i>Carolyn Stafford</i>	Date:
Print name: JD Clark	Title: County Judge	Print name:	Title:

#4921493 v6 (07/07/15)

# NOVACOPY

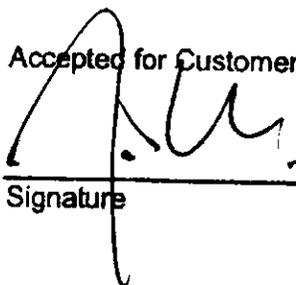
## SCHEDULE B

Customer Legal Name: Wise County

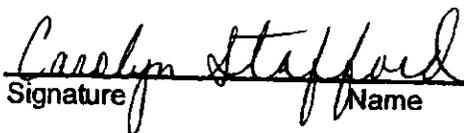
Bizhub C368: 36 copies per min / 20,000 B&W impressions included / 1,000 Color impressions included	\$ 183.00
Large Capacity Cabinet	\$ 11.00
Finisher, Stapler, Paper Punch	\$ 23.00
Surge Protector	\$ 0.00
Total	\$ 217.00

Black and White overage rate (per copy exceeding 20,000 included)	0.003
Color overage rate (per copy exceeding 1,000 included)	0.03

Accepted for Customer by:

  
Signature Name Date Title  
JD Clark 7-25-16 County Judge

Accepted for NovaCopy, Inc. by:

  
Signature Name Date Title

# NOVACOPY

Schedule A- Financial Details



Order #	71899
Company Name	County of Wise
Sales Consultant	Bryan LaRue
Sales Consultant Phone	(469) 276-0010
Sales Consultant Email	bryan.larue@novacopy.com
Date	6/18/2016

## Schedule A Equipment and Service

Total Lease Payment	\$ 127.00	Black Service Total *	\$ 60.00	Color Service Total *	\$ 30.00	Total Monthly Payment	\$ 217.00
						Digital Support Services #	0

### \* Service Details Per Machine

Base Model	Black Volume	Black Cost Per Page	Black Per Machine	Color Volume	Color Cost Per Page	Color Per Machine
C368	20,000	\$ 0.0030	\$ 60.00	1,000	\$ 0.0300	\$ 30.00

*Service pricing includes supplies, toner, parts, and labor. Excludes paper and staples. Additional coverage copies will be the same cost per page shown above.*

### Configuration Details

Vendor Item #	Item #	Quantity	Model	Description	Comments
A7PY01TX001	C368	1	C368	Konica Minolta bizhub C368 Digital Copier/Printer/Scanner	
A87RWY1	DF-829	1	C368	Reversing Automatic Document Feeder	
AZYUWY2	FS-533B	1	C368	Inner Finisher	
AZXK019	PC-4108	1	C368	Large Capacity Cabinet	
A3EUW12	PK-5198	1	C368	Punch Kit for FS-533 Inner Finisher	
7E40014721	PP-15	1	C368	120 volt 15 amp Power Conditioning, AC, Ethernet and Phone	

X

Customer Signature

JD Clark

Printed Name

*Plus sales and property tax, if applicable*

County Judge

Title

7-25-16

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-72309

Date Filed:  
08/16/2016

Date Acknowledged:

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

Novacopy  
Irving, TX United States

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

Wise County

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

61689  
Konica Minolta Bizhub C368

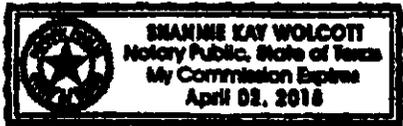
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

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.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gang Greer, this the 16th day of August, 2016 to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Shanmie Kay Wolcott  
Printed name of officer administering oath

Major Aref Saleh  
Title of officer administering oath

*Special*

1/6/09

**JANITORIAL CONTRACT**  
**FOR THE**  
**WISE COUNTY BRIDGEPORT ANNEX**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2016-2017**

**WHEREAS**, Judge Clay Poyner, the department head for the Wise County Bridgeport Annex located at 1007 13<sup>th</sup> Street Bridgeport, Texas 76426 (hereinafter Annex) is in need of a service to clean the aforementioned County facilities.

**WHEREAS**, Ms. Lisa Boswell provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

**NOW THEREFORE**, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

**TERMS**

1. Ms. Boswell will provide cleaning services for the Annex between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
2. The County will pay a rate of \$576.00 per month for the aforementioned services.
3. The County is not responsible for any cleaning supplies; Ms. Boswell shall provide her own supplies to perform this cleaning service.
4. All cleaning responsibilities will include the following:

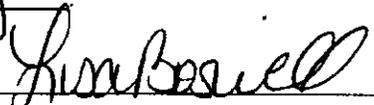
**Cleaning for Justice of the Peace and Tax Assessor Offices:**

- Entrance to Annex
- Foyer of Justice of the Peace Office
- Clerks Area
- Public Restrooms
- Kitchen
- Employee's Restrooms
- Court Room
- Judge's Chambers
- Constable's Office
- Storage Room
- Jury Room

**General Cleaning Services:**

Vacuuming  
Dusting  
Mopping  
Trash Pickup  
All Glass  
Plumbing Fixtures  
Baseboards

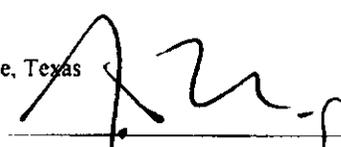
5. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
6. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Boswell while providing said Janitorial work to the Annex .
8. Further, Ms. Boswell is not nor shall she be considered an agent of the County for any purposes.

AGREED by Lisa Boswell on the 1<sup>st</sup> day of July  
Signature: 

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 25<sup>th</sup> day of July, and

Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: 

Wise County Judge

Approved: 

Signature: 

Justice of the Peace Pct. 4

# 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.**  
LISA BOSWELL  
Bridgeport, TX United States

Certificate Number:  
2016-79086

Date Filed:  
07/01/2016

Date Acknowledged:  
*7-25-16*

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County Justice of the Peace Pct 4

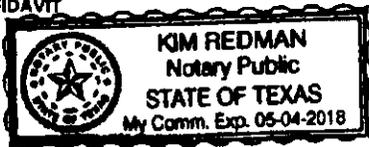
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
FY 2016-2017  
JANITORIAL DUTIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BOSWELL, LISA	Bridgeport, TX United States	X	

**5 Check only if there is NO interested party.**

**6 AFFIDAVIT**

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



*Lisa Boswell*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lisa Boswell, this the 1 day of July, 2016, to certify which, witness my hand and seal of office.

*Kim Redman*      Kim Redman      Notary  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

169

# Stenograph®

Stenograph, L.L.C.  
596 W. Lamont Road  
Einhurst, IL 60126

June 16, 2016

CCL142

Diana Alexander  
Wise County of Texas  
271st District Court  
101 North Trinity  
DECATUR, TX 76234

**Protect your income and  
livelihood during this tough  
economy for less than \$1 a day.**

Dear Stenograph Customer:

The service coverage on your Stenograph writer is about to expire. By continuing to protect your machine with a Writer Protection Plan, you are also protecting your livelihood and your source of income. Ensure you are protected for as little as a dollar a day.

There are 2 Protection Plan options available. Details of the plans are attached. To complete your renewal, log in at [www.stenograph.com](http://www.stenograph.com) and renew your plan online; see enclosed sheet for online instructions. You can also complete the form below and fax or mail it to us.

For additional information on our plans, please call 1-800-323-4247, press 1 then 2.

AVAILABLE PLANS	RENEWAL PRICE	TAX AT THIS ADDRESS	TOTAL
DIAMANTE			
BASIC NO LOANER . . . . .	269.00 . . . . .	0.00 . . . . .	269.00
BASIC W/ LOANER* . . . . .	379.00 . . . . .	0.00 . . . . .	379.00

\* Stenograph recommended

Customer No.: 83293      E-mail: \_\_\_\_\_

Name: Wise County of Texas

Contract No. MQ081081      Agreement Dates: 08/28/16 - 08/27/17

Number of Writers Covered: 2

Type of Writer: Serial Number: Type of Writer: Serial Number:

DIAMANTE      Z08944      DIAMANTE      Z08961

83293: MQ081081

(Check 1)  BASIC W/ LOANER (Stenograph recommended)  
 BASIC NO LOANER

**FOUR EASY WAYS TO RENEW:**

Online at [www.stenograph.com](http://www.stenograph.com)

Call: 1-800-323-4247 (Credit Card Payment)

Fax: 1-630-532-5700 (Credit Card Payment)

Mail a check in the enclosed envelope

Total	=	\$ 379.00
# of Writers	x	\$ 2
Grand Total	=	\$ 758.00

Check Enclosed (Payable to Stenograph, L.L.C.)     
 Visa     
 American Express  
 MasterCard     
 Discover

Exp. Date: \_\_\_\_\_

Signature: \_\_\_\_\_      Date: \_\_\_\_\_

Renewal price reflects a \$100 discount off of the contract list price. Any plan renewed after the contract or warranty expiration date will be subject to the full list price and any activation fees. Certain terms and conditions apply.

Your payment of this invoice indicates acceptance of and renews the terms of your Original Support Agreement.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO REFUNDS OR CANCELLATIONS ARE ACCEPTED.

**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 of Texas  
Decatur, TX United States

Certificate Number:  
2016-72096

Date Filed:  
06/16/2016

Date Acknowledged:  
7-25-16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
271st District Court

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.  
MQ081081  
2) Diamante writing machine Protection Plans

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.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kimberly Quatra this the 16<sup>th</sup> day of June, 20 16, to certify which, witness my hand and seal of office.

*[Signature]* Lisa Balderstone Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

16g

**AGREEMENT FOR MEDICAL SERVICES**

**THE STATE OF TEXAS §**

**COUNTY OF WISE §**

**FY 2016-2017**

**THIS AGREEMENT** made and entered by and between **WISE COUNTY**, a governmental body, hereinafter referred to as the "County" and the **Alvord Medical Clinic, P.A.**, a professional association composed of two or more physicians located at 115 E. Bypass 287, Suite A, Alvord, Wise County, Texas 76225, hereinafter referred to as the "Doctor".

**WITNESSETH**

**WHEREAS**, The County is in need of a physician to provide medical services at the County Jail, hereinafter referred to as the "Jail";

**WHEREAS**, The Doctor is willing to provide medical services at the Jail for inmate patients and the County Sheriff's Office personnel; and

**WHEREAS**, The Doctor represents that at least two (2) employees of the Doctor will at all times during the term of this contract maintain any and all licenses, permits or rights to practice medicine in the State of Texas and prescribe any controlled substance in the State of Texas;

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**DOCTOR'S OBLIGATIONS**

The **DOCTOR** is to perform the following medical services, to be provided during a minimum of eight (8) hours per week on site at the Jail:

- (a) Serve as Medical Director for the County Jail. Such duties shall include but are not limited to: patient intake and screening, needs assessment, and referral to appropriate medical or psychiatric providers. The Doctor will direct medical needs and services of the jail to assure compliance with jail regulations; and
- (b) Provide the following: a nurse practitioner, physician's assistant or a physician and, at the discretion of the doctor, a nursing assistant for a half day clinic to staff the Jail clinic and examine and prescribe treatments for inmate patients. The half day clinic shall be provided to days per calendar week as agreed upon by the parties. The Doctor shall not provide laboratory or x-ray services under this agreement; if they are deemed medically necessary they must be obtained from other parties. Services are limited to such procedures as the Doctor can routinely perform at the medical clinic; and
- (c) Conduct necessary for tuberculosis screening and testing for inmates and the County Sheriff's personnel; and
- (d) Review the Jail's Medical Services Plan for inmate healthcare as requested by the County Sheriff or his designee; and
- (e) Maintain patient records of examinations and treatment; and

### **COUNTY'S OBLIGATION**

The COUNTY shall provide:

- (a) Furnish facilities, examining rooms, equipment, expendable medications, and supplies necessary for the Doctor to perform medical services at the Jail; and
- (b) Provide supplies for permanent examination charts, work records, and necessary filing cabinets to keep records for all patients examined and/or tested by the Doctor. Such records shall be the property of the County and will be kept at the Jail.
- (c) Provide appropriate personnel to escort any inmate patients while being examined or treated by the Doctor at the jail;
- (d) Shackle the inmate patient if requested by the Doctor.

### **TERM AND TERMINATION**

The term of this agreement shall commence October 1, 2016 and end on September 30, 2017, subjecting to the budgeting process of the County for the fiscal year 2016 -2017. Notwithstanding the above, either the County Commissioners Court or the Doctor may terminate this Agreement without cause prior to the expiration of the term of this agreement upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of this termination, the Doctor shall submit his termination statement for the month in which the termination occurs in the manner set out above for monthly statements.

### **CONSIDERATION**

The County agrees to pay the Doctor at the rate of \$8800.00 per month for the services provided in this agreement. This amount will be payable on or before the fifteenth (15<sup>th</sup>) day of each month. The County will not pay mileage, transportation, meals or other incidentals. The Doctor shall submit to the County Auditor, a billing for each calendar month. The Doctor's billing shall be submitted and processed in the same manner as any other bill owed by the County.

### **NONAPPROPRIATION CLAUSE**

If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the County shall promptly give notice of the nonappropriation of funds. The County shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

### **LIABILITY INSURANCE**

The Doctor shall provide and maintain a liability policy to cover the Doctor's services rendered at the Jail. The Doctor shall have sole and complete responsibility and expense for providing and maintaining coverage. The County Judge or his designee shall be provided with a certificate of coverage for such insurance and the County shall be included as an additional insured.

### LEVEL OF SERVICE

- (a) The Doctor agrees to perform his duties in accordance with generally accepted standards and shall use that degree of care and skill to comply with all applicable federal, state, and local laws, regulations, rules and ordinances now in force or that may hereinafter be enacted or promulgated.
- (b) Both parties are familiar with the provisions contained in the Texas Constitution Article IX section 4 and 13, and agree that the services provided by the Doctor will conform to these constitutional provisions.
- (c) Any inmate requiring emergency care shall be treated in an emergency facility, not by the Doctor.
- (d) The Doctor reserves the right to decline to provide a jail inmate with any form of treatment that, in the opinion of the Doctor, is inappropriate for the patient.
- (e) The Doctor shall never be "on-call" for services, but only responsible to provide care while on the premises of the Jail. While on duty at the Jail, the Doctor shall never be "on call" to provide services to any other party.
- (f) It is understood that the Doctor will not be able to prescribe any medication required in triplicate form by the United States Drug Enforcement Agency.

### INVESTGATIONS AND LICENSE STATUS

The Doctor expressly agrees to inform the County, in writing, of any pending or past investigation of the Doctor conducted by or on behalf of the Texas Board of Medical Examiners. If at any time the Doctor's license is suspended or revoked, this agreement will terminate effective the date of the suspension or revocation, and the Doctor shall submit a formal statement requesting payment for the month in which the termination occurs in the manner set out above for monthly statements. The Doctor shall not be entitled to receive payment for services that were performed while the Doctor's license was suspended or revoked.

### NOTICES

Any notice permitted or required to be given to the Doctor by the County may be given by facsimile to (940) 627-7597 or via certified, United States Mail, return receipt requested, postage prepaid, addressed to the Doctor at:

Wise County Medical  
1001 Eagle Dr.  
Decatur, Texas 76234

Any notice permitted or required to be given by the Doctor to the County may be given by facsimile to (940) 627-6926 or via certified, United States Mail, return receipt requested, postage prepaid, addressed to the County at:

Wise County Commissioners Court  
Attention: County Judge  
P.O. Box 393  
Decatur, Texas 76234

Any notice given via facsimile shall be deemed given and complete upon receipt. Any notice via mail shall be deemed given and completed upon deposit in the United States Mail.

### **INDEPENDENT CONTRACTOR**

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

### **THIRD PARTY BENEFICIARIES**

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

### **INDEMNIFICATION**

**THE DOCTOR SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE DOCTOR, HIS AGENTS, EMPLOYEES OR CONTRACTORS PERFORMED UNDER THIS AGREEMENT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE DOCTOR OR HIS AGENTS, EMPLOYEES OR CONTRACTORS. THE DOCTOR SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY'S FEES THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF ANY ACTIVITY BY THE DOCTOR, HIS AGENTS, EMPLOYEES OR CONTRACTORS.**

**WITH RESPECT TO THE DOCTOR'S INDEMNITY OBLIGATION SET FORTH IN ABOVE, THE DOCTOR SHALL HAVE NO DUTY TO INDEMNIFY FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE COUNTY.**

### **MALPRACTICE INSURANCE**

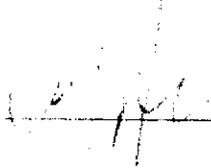
During the term of this Agreement, The Doctor agrees to maintain a medical malpractice insurance policy with limits in the amount of \$100,000.00 per occurrence/incident and \$300,000.00 in the aggregate. Evidence of such coverage shall be submitted to the County at such times as this agreement is effective. The policy shall include a thirty (30) day advance notice provision to the County in the event said coverage expires or terminates.

**MISCELLANEOUS PROVISIONS**

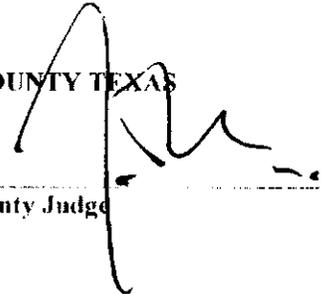
- (a) This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
- (b) If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.
- (c) The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- (d) The Doctor agrees to retain control to the obligations of this Agreement, further that this Agreement will not be assigned or sublet without the prior written consent of the County.
- (e) This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 17<sup>th</sup> day of \_\_\_\_\_, 2016.

**ALVORD MEDICAL CLINIC, P.A.**

  
WITNESS OUR HANDS this 25<sup>th</sup> day of July, 2016.

**WISE COUNTY TEXAS**

  
Wise County Judge

# 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.  
ALVORD MEDICAL CENTER, PA  
ALVORD, TX United States

Certificate Number:  
2016-87249

Date Filed:  
07/19/2016

Date Acknowledged:

7-25-16

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

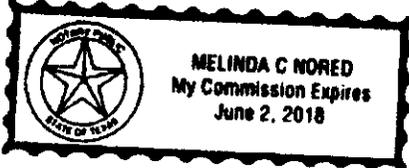
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
FY2016-2017  
MEDICAL SERVICES TO JAIL INMATES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	ALLING, MD, JEFFERSON B.	DECATUR, TX United States	X	
	STEFFEN, MD, THOMAS E.	DECATUR, TX United States	X	
	TIBBELS, MD, C. KELLEY	DECATUR, TX United States	X	

5 Check only if there is NO interested Party.

### 6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

*Jefferson B. Alling, MD*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jefferson B. Alling, MD, this the 19<sup>th</sup> day of July, 2016, to certify which, witness my hand and seal of office.

*Melinda C. Nored*  
\_\_\_\_\_  
Signature of officer administering oath

Melinda C. Nored  
\_\_\_\_\_  
Printed name of officer administering oath

H.R. Director / Notary  
\_\_\_\_\_  
Title of officer administering oath

169

# **FULLY EXECUTED**

**July 25, 2016**

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

- 1. Newark and Lake Bridgeport Fire Departments First Responder Agreements**
- 2. USDA Forest Service MOU LE&I**

169



## **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 Lake Bridgeport Volunteer Fire Department, hereinafter referred to as the Organization, is adopted for said compliance.

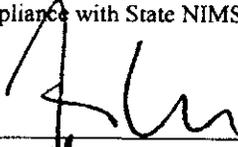
#### **RESPONSIBILITIES AND AUTHORITY OF THE DEPARTMENT'S ADMINISTRATOR**

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

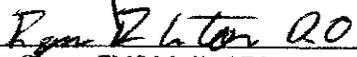
#### **RESPONSIBILITIES AND AUTHORITY OF THE ORGANIZATION'S CHIEF**

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

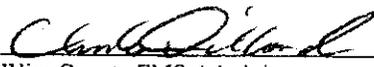
5. Reports to the Departments Administrator about the Organization's ongoing system audits and QA program
6. Implements the recommendations of the EMS Medical Director on medically related aspects of operation of the Organization including the Department's performance specifications
7. Reports to the 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: 7-11-16

  
 \_\_\_\_\_  
 Wise County EMS Medical Director

Date: 7/12/16

  
 \_\_\_\_\_  
 Wise County EMS Administrator

Date: 7-12-16

  
 \_\_\_\_\_  
 Fire Chief

Date: 7-12-16



## WISE COUNTY EMS

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

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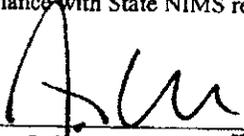
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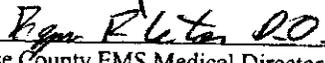
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9. Considers the Department Administrator's recommendations regarding remedial or corrective measures for the Organization's EMS personnel found to be in need of such measures
10. Considers the suspension from medical duties of any of the Organization's 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

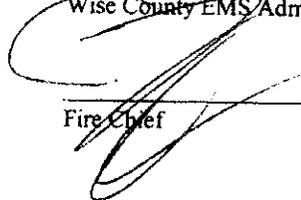
Date: 7-11-16

  
 \_\_\_\_\_  
 Wise County EMS Medical Director

Date: 7/12/16

  
 \_\_\_\_\_  
 Wise County EMS Administrator

Date: 7-12-16

  
 \_\_\_\_\_  
 Fire Chief

Date: 9-12-16

1.6g



FS Agreement No. 16-MU-11081300-011  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**WISE COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA, FOREST SERVICE**  
**SOUTHERN REGION,**  
**LAW ENFORCEMENT AND INVESTIGATIONS (LE&I)**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Wise County Sheriff's Office, hereinafter referred to as "Sheriff's Office," and the USDA, Forest Service, Southern Region, Law Enforcement and Investigations (LE&I), hereinafter referred to as the "U.S. Forest Service."

Title: Wise County Sheriff's Office Law Enforcement Cross Designation MOU

**I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish a general framework for cooperation between the Sheriff's Office and the U.S. Forest Service. The Sheriff's Office and the U.S. Forest Service propose to work together to further the mutual law enforcement interests of the aforementioned agencies. Both the Wise County Sheriff and the Southern Region Special Agent in Charge have determined that where a specific need for law enforcement assistance and investigative support has been identified or where initial law enforcement action for a violation in progress exists, it shall be beneficial, economical, advantageous and in the best interests of the public to cross designate or deputize USDA Forest Service Law Enforcement Officers for the purpose of enforcing the laws under the jurisdiction of the Sheriff's Office in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Both the Wise County Sheriff and the Southern Region Special Agent in Charge have determined that cross-designation or deputation of Law Enforcement Officers of the U.S. Forest Service will increase protection of the public and property and is beneficial, economical and advantageous to the public interest.

Both the Wise County Sheriff and the Southern Region Special Agent in Charge have determined that conference of the Sheriff's Office law enforcement authorities and USDA Forest Service Law Enforcement Officers is for the mutual benefit of both agencies and that the Sheriff's Office may serve in the same capacity as the U.S. Forest Service Law Enforcement Officers as circumstances warrant. In all instances of cross-designation or deputation, the procedures set forth in this MOU shall apply to the conference of law enforcement authority from the Requesting Agency to the Responding Agency. Execution of this MOU by the Sheriff's Office shall be the agreement which



confers the specific cross-designation or deputation of state or county authority to the U.S. Forest Service, unless provided for by a different method, pursuant to State law.

In consideration of the above premises, the parties agree as follows:

**III. THE SHERIFF'S OFFICE SHALL:**

- A. Confer full law enforcement authority upon the U.S. Forest Service Law Enforcement Officers to perform unplanned initial law enforcement actions within the Sheriff's Office jurisdiction.
- B. Provide any required training over and above Peace Officer Standards and Training (POST) or FLETC certification to the U.S. Forest Service Law Enforcement Officers.
- C. Enter into specific agreements with U.S. Forest Service to accomplish mutually agreed upon planned work projects supplemental to this MOU.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Report all law enforcement actions taken pursuant to this MOU in a timely manner, follow the correct procedures and submit the required documentation on the correct form(s) to the Sheriff's Office.
- B. Enter into specific agreements with the Sheriff's Office to accomplish mutually agreed upon planned work projects supplemental to this MOU.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. The Parties agree to accept full separate responsibility for the acts, negligence and/or omissions of their employees and/or agents. However, this Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the U.S. Forest Service nor Wise County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.



**B. PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Lane Akin, Sheriff Address: 200 Rook Ramsey Dr. City, State, Zip: Decatur, TX 76234 Telephone: 940-627-5971 FAX: 940-627-1333 Email: mosleyl@sheriff.co.wise.tx.us	Name: Kevin Benton, Chief Deputy Address: 200 Rook Ramsey Dr. City, State, Zip: Decatur, TX 76234 Telephone: 940-627-5971 FAX: 940-627-1333 Email: mosleyl@sheriff.co.wise.tx.us

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Chris Crain, Captain Address: 2221 N. Raguet Street City, State, Zip: Lufkin, TX 75904 Telephone: 936-639-8530 FAX: 936-639-8550 Email: ccrain@fs.fed.us	Name: Zaida Fernandez Address: 1720 Peachtree Rd. NW City, State, Zip: Atlanta, GA 30309 Telephone: 404-347-2748 FAX: 404-347-1849 Email: zfernandez@fs.fed.us

**C. NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Sheriff's Office is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Sheriff's Office, at Sheriff's Office's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

**D. PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Sheriff's Office from participating in similar activities with other public or private agencies, organizations, and individuals.

**E. ENDORSEMENT.** Any of Sheriff's Office's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Sheriff's Office's products or activities.



- F. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment



supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Sheriff's Office shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Sheriff's Office shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

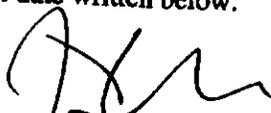
- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. The Sheriff's Office shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The Sheriff's Office or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

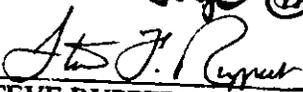


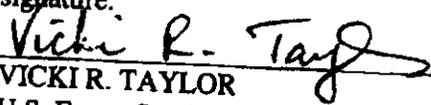
O. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

P. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire.

Q. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

  
~~LAND MANAGEMENT SHERIFF~~ **J.D. Clark** (circled)  
Wise County Sheriff's Office  
Date 6/27/16

  
**STEVE RUPPERT**, Special Agent in Charge  
U.S. Forest Service, Law Enforcement and  
Investigations, Southern Region  
Date 7/12/2016

The authority and format of this agreement have been reviewed and approved for signature.  
  
**VICKI R. TAYLOR**  
U.S. Forest Service Grants Management Specialist  
Date 06/22/2016

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2800 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9982 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.