139

FULLY EXECUTED

July 27, 2015

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

1. **First Responder Letter of Agreement-Boonsville-Balsora**
2. **DSHS CRI FY16 Contract**

139

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 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 Statues, 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: 7/1/15

Wise County EMS Medical Director — Date: 7-6-2015

Wise County EMS Administrator — Date: 7/6/15

Fire Chief — Date: 7-6-15

139

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/DSLR_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

By: David Gruber
Signature of Authorized Official
07/21/2015
Date

David Gruber Assistant Commissioner
Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip
(512) 776-7825
Telephone Number
david.gruber@dshs.state.tx.us
E-mail Address

Wise County

By: Hon. J.D. Clark
Signature of Authorized Official
06/29/2015
Date

J.D. Clark County Judge
Name and Title
PO BOX 393
Address
Decatur, Texas 76234
City, State, Zip
(940) 627-5743
Telephone Number
clarkjd@co.wise.tx.us
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

CERTIFICATION REGARDING LOBBYING

Organization Name: Wise County

Contract Number: 2016-001108-00

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

[ ] Applicable [X] Non- Applicable

Signature of Authorized Individual

Hon. J.D. Clark

Date:

07/07/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Wise County		
Address	PO BOX 393	State	Texas
City	Decatur	Zip Code (9 digit)	76234
Payee Name	Wise County		
Address	PO BOX 554	State	TX
City	Decatur	Zip Code (9 digit)	76234-0554
Vendor Identification No.	17560012035	MailCode	022
Payee DUNS No.	190300764		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[ ] Yes [X] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ann McCuiston
Email	auditor@co.wise.tx.us
Telephone	(940) 627-5744

FFATA Contact Person #2

Name	JD Clark
Email	cojudge@co.wise.tx.us
Telephone	(940) 627-5743

[X] As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Hon. J.D. Clark	07/07/2015

13g

Bentley
Sustaining Infrastructure

Bentley Systems, Incorporated
685 Stockton Drive,
Exton, PA 19341
Tel: 1 800 513 5103
Fax: +1 (610) 458 2779

www.bentley.com

03 July 2015

Wise County
Attn: Engineer
PO Box 899
DECATUR TX 76234-0899
USA

Business Partner No.:1000367842

SELECT Agreement: 12368565

Dear Sir/Madam,

RE: Reminder for renewal of Bentley SELECT Subscription for your software licenses

Our records show that your current Bentley SELECT Agreement is due for renewal on 30 September 2015. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

In accordance with the terms and conditions of your SELECT Program Agreement, we will be sending you an invoice for the next term of your contract as per the attached Renewal Quote. If your organization has a requirement to issue a Purchase Order, please use the attached Renewal Quote 40686001 as your reference. Please ensure you review the detailed listing of all your products and submit your PO promptly to Bentley Systems, Incorporated by 30 August 2015. This will ensure your Bentley SELECT services continue without interruption. Please contact your Bentley Sales Representative if you wish to review or discuss any aspect of this Renewal Quote.

The Bentley SELECT subscription program continues to deliver the most comprehensive investment protection program for your Bentley software, your team and the information they create. Renewal of Bentley SELECT (http://www.bentley.com/en-US/Subscriptions/Bentley+SELECT/) will ensure continuity of the following benefits:

- Flexible Licensing Options, including portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades, to name a few

Your Bentley SELECT Agreement is our commitment to continue to provide you and your organization with the highest levels of service. As an immediate benefit to you, we will be upgrading your SELECTserver to the latest version that will help you with better management of your Bentley assets. For details on the upgrade process, please click here.

Please do not hesitate to contact your Sales representative, or a Bentley representative here if you have any inquiries or require any assistance.

We look forward to continuing our mutually beneficial relationship for many years to come!!

Yours truly,

Tel:
Fax:
E-mail:

Bentley®
Sustaining Infrastructure

Renewal Advice

RAS Number: 40686001
Number of Pages: 2 / 3

Date: 03 July 2015
Valid Until: 03 September 2015
Customer ID: 1000367842

Ship-to: Wise County
Attn: Engineer
PO Box 899
DECATUR TX 76234-0899
USA

Bill-to: Wise County
Attn: Engineer
PO Box 899
DECATUR TX 76234-0899
USA

Tel No: +1 (940) 627-6655
Fax No:

Tel No: +1 (940) 627-6655
Fax No:

If your organization is a subscriber to Bentley SELECT, the pricing listed on this page of the quote is prorated to the end of your current billing cycle. If applicable, future invoices will be generated based on the billing cycle shown on the following pages. The total from this first section of the quote is your immediate purchase value.

Subscriptions

No.	Part # Description	Quantity	Unit Pricing		Total
10	1005/ MicroStation PowerDraft SELECT Sub *Subscription Period **01 October 2015** Through **30 September 2016***	1	Gross Value Net Price	394.00 394.00	394.00
				Subscription Sub Total	**394.00**
				Total of Immediate Purchase	**394.00**
				Grand Total of Quote (over life of contract)	**394.00**
				Currency	**USD**

Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation.

Bentley
Sustaining Infrastructure

Renewal Advice

RAS Number: 40686001
Number of Pages: 3 / 3

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see http://www.bis.doc.gov

Bentley is subject to the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions Programs regulations. Those regulations require Bentley not engage in transactions (1) with designated persons and entities set forth on OFAC's Specially Designated Nationals List ("SDN List"), see http://www.treasury.gov/ofac/downloads/ctrylst.txt , or (2) where a customer intends to finance a purchase of Bentley software and/or technology through new debt or equity by or for entities identified on OFAC's Sectoral Sanctions Identifications List ("SSI List"), see http://www.treasury.gov/ofac/downloads/ssi/ssi_ctrylst.txt. Accordingly, Bentley will not engage in such transactions.

** Note:

Pricing is only applicable to the products and quantities contained within this quote and may not be applied to a subset of the quotation. If you are a SELECT Subscriber, the terms of your SELECT Program Agreement shall apply to any purchases made pursuant to this quote.

Your payment term shall be: Net 30 Days

Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

Agreed and accepted by:

(Subscriber's Signature)

JD Clark
(Subscriber's Name)

County Judge
(Title)

7-27-15
(Date)

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number below and attach a copy with your acceptance of this quote.

☐ Please bill against PO N#_____

☒ Purchase Order is not required. We will accept Bentley's invoice on the basis of this signed quote.

(Subscriber's Signature)

7-27-15
(Date)

Bentley Contact:
Name:
Tel:

Bentley Systems, Incorporated 685 Stockton Drive, Exton, PA 19341
Phone: 1 800 513 5103 Fax: +1 (610) 458 2779
Website: www.bentley.com E-mail: bac@bentley.com

139

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and Wise County Tax Assessor-Collector (Agent), located at 404 W Walnut, Decatur, Texas 76234 enter into this Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue vessel registrations, vessel and outboard motor titling and similar items to individuals and the Agent desires to act as an Agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 31.0341; and

WHEREAS, under the authority of Chapters 11 and 31 of the Texas Parks and Wildlife Code, TPWD issues vessel registrations, titles and renewals through the Boat Registration Information and Titling System (BRITS);

THEREFORE, TPWD and Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on the date of the last signature and ends August 31, 2020 or when funds are not appropriated by the Texas legislature to support the function of vessel registrations, vessel and outboard motor titling, and related items through TPWD. The Agreement may be extended for up to an additional sixty (60) month period. Any extensions shall be written with the same terms and conditions, plus any approved changes.

2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:

   2.1. *Account Notice* means: A notice available to the Agent, which can be printed the day following the end of the Sales Period, stating the total sales less the sales tax and commissions withheld by the Agent to show a total amount to be swept by TPWD on a certain date. (see Para. 3.1.7.3)

   2.2. *Account Notice Date* means: The date on which an Account Notice is available to the Agent.

   2.3. *Agent* means: The Tax Assessor-Collector entering into an agreement with TPWD to issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD.

   2.4. *Compliance* means: Adherence to state and federal law and to TPWD rules, processes, policies or procedures. Compliance may be measured in terms of percent or in terms of raw counts.

   2.5. *Day of Sales* means: The time period that encompasses all sales that have occurred from when the Agent's office opens in the morning to the time the Agent's office closes. Total sales will be calculated based upon those transactions that occurred during the day, beginning at 12:01 a.m. and will include any transaction conducted that day up to 12:00 a.m. (midnight).

   2.6. *Funds* means: All money received by the Agent for issuing TPWD items, regardless of the form or method of payment, except for Agent's commission and boat sales and use taxes collected.

   2.7. *Inventory* means: Registration decals and ID card stock paper assigned to each county office issued from TPWD Headquarters.

   2.8. *Other Funds* means: Funds due TPWD as repayment for mistakes and overages as set out in Para. 3.1 and Para. 3.3, and damaged and lost inventory as set out in Para. 3.5.

   2.9. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notice Date.

   2.10. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from the Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.

3. **RESPONSIBILITIES OF THE AGENT:** Agent shall issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD to individuals at each Agent location set out in Schedule 2.

   3.1. Fee Collection and Remittance: Agent shall:

3.1.1. Collect from each customer only the fee for each item as established by law or TPWD regulation. Agent understands that such fees may be changed by TPWD and that all changes will be communicated to the Agent and incorporated into BRITS.

3.1.2. Each Agent office must have established and implemented internal control procedures in accordance with Generally Accepted Accounting Principles, which function to prevent internal or external fraud and theft from occurring in relation to inventory control; protect confidential customer identification and credit card information; and ensure accuracy of the funds collected and remitted. Periodic audits shall be established as part of this function in order to ensure an ongoing monitoring process.

3.1.3. Acknowledge that it is a material breach for Agent to charge a customer an amount greater than that authorized by this Agreement. Upon receiving a customer complaint that Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, the Agent will be required to return the overage to the customer and TPWD may terminate this Agreement.

3.1.4. Collect all information and required documentation from customers as required by TPWD.

3.1.5. Issue items only in the form prescribed by or furnished by TPWD.

3.1.6. Accept payment from customers in the form of cash, check, debit card, or credit card for purchase of any item sold under this Agreement, except when Agent does not accept one of the above payment methods in its usual course of business. Agent is responsible for all charges or losses related to acceptance of any such form of payment.

3.1.7. Electronic Funds Transfer Account:

3.1.7.1. Agent shall establish an account with a financial institution with the capability to transfer funds electronically in a manner that is acceptable to the State Comptroller for the deposit of all Funds received under this Agreement and for the deposit of all Other Funds due TPWD. Agent shall furnish to TPWD, at least ten (10) business days prior to the beginning date of this Agreement, all information pertaining to Agent's account as set out in Schedule 2. Agent shall provide TPWD with two (2) weeks prior notice of changes to the account. If changing accounts, Agent shall continue to fund the prior account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.

3.1.7.2. Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the Agent's designated bank account listed in Schedule 2. Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.

3.1.7.3. Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notice made available to Agent by TPWD and to adjust entries to correct errors and to collect additional charges, as authorized under this Agreement.

3.1.8. Scheduled Sweeps:

3.1.8.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 1. Agent understands and acknowledges that it holds all Funds in trust for TPWD.

3.1.8.2. The date of the electronic sweep will be indicated on the Account Notice and will be available to the Agent two (2) business days prior to the Scheduled

Sweep Date. The Account Notice will list the total sales minus the commission and sales tax and indicate the amount to be swept by TPWD. The Agent Activity Report will reflect order reference numbers for transactions listed by day during the Sales Period. Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

3.1.9. Insufficient Funds:

3.1.9.1. Agent shall provide the amount of funds due TPWD set out in the Account Notice, making the funds available for the account transfer on the Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. Agent acknowledges and agrees that is a material breach of this Agreement to have insufficient funds in the account available for transfer on Scheduled Sweep Dates.

3.1.9.2. If Agent does not have sufficient funds in an account for transfer on a Scheduled Date, TPWD may immediately terminate Agent's ability to issue items through the system or other methods. TPWD may also require Agent to pay the funds by cashier's check, money order, or other payment method.

3.2. BRITS System Support:

3.2.1. If the Agent requires assistance with vessel or outboard motor processing issues, such as void authorizations, fees, supporting documentation, or business rule overrides, or any other related questions, Agent should contact the TPWD Boat Section Field Liaison phone bank at (512) 389-4393 or (512) 389-8090.

3.2.2. If the Agent has trouble with the printer or the network connection, Agent should contact the Texas Department of Motor Vehicles (TxDMV) at (512) 465-4010.

3.2.3. If the Agent has computer operating issues and problems related to system functionality provided through TPWD, Agent should contact the TPWD Help Desk at (512) 389-4357.

3.3. Voids:

3.3.1. In the normal issuance of vessel registrations, vessel and outboard motor titling and similar items, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), a transaction involving the wrong item or failure of the buyer to communicate current information on address, or other ownership transaction related problems.

3.3.2. The Agent may void the transaction with an authorization code issued by an authorized Agent supervisor or acquired from TPWD Headquarters. Voided transactions must meet the following criteria:

3.3.2.1. The void must occur on the same day the transaction was processed;

3.3.2.2. The void must be processed at the originating office location;

3.3.2.3. The transaction to be voided must be the last transaction for the specific asset (TX numbered item);

3.3.2.4. The same employee that entered the transaction in error must also void the transaction. If the employee is unavailable, a supervisor may also void the transaction for that employee;

3.3.2.5. The employee must return the original form of payment to the customer;

3.3.2.6. The employee must collect all titles, decals and other items related to the transaction processed in error; and

3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.

3.3.3. Voided transactions and supporting documentation shall be submitted with the Agent's normal processing office paperwork for mailing and subsequent imaging to TPWD Headquarters as instructed by the TPWD Document Packaging and Processing Procedures which are located within the BRITS Users Manual.

3.3.4. Voids that do not meet the criteria established in Para. 3.3.2 must be submitted to TPWD Headquarters for the void to be processed and completed. Voids that are completed by TPWD Headquarters on behalf of the Agent and that require money to be refunded, will either be credited to the Agent through the Account Notice or refunded via warrant directly to the Agent. **Agents are responsible for refunding money to customers.** Agents should refer all customer questions for the voided transactions submitted to TPWD Headquarters to (512) 389-4393 or (512) 389-8090.

3.3.5. All Agents submitting requests for TPWD Headquarters voids are required to mail (or hand deliver) all documents pertaining to voided transactions to TPWD with all required documentation. All inventory related to these voided transactions must be attached to the Void Request Form and signed by the Agent's employee and Agent's supervisor when submitted to TPWD. Unless inventory is returned or an affidavit of loss signed by the customer is provided with the Void Request Form, the Agent will be charged the cost established by TPWD in Para. 3.5.4.

3.4. Agent Compliance with TPWD Processing Requirements:

3.4.1. As each Agent enters transactions, they will be instantly updating the state system of record for boats and outboard motors. Due to this feature, accurate compliance with TPWD regulations is key in recording and protecting individuals' ownership of these assets. In order to ensure accurate information, TPWD Headquarters Boat Titling and Registration Section staff may conduct post audits of transactions processed by each Agent and produce a compliance audit report as resources allow, listing the number of transactions reviewed and the number of non-compliance items found for all offices, inclusive of TPWD locations. If an Agent's non-compliance continues for a six month period, TPWD may request a plan in writing from the Agent as to how it will correct the noted errors. If the non-compliance continues after the plan is put into place, TPWD reserves the right to suspend processing privileges to title or register vessels and outboard motors.

3.4.2. Full compliance means adherence to the following standards:

3.4.2.1. Compliance with all state and federal laws pertaining to the registration of vessels, the titling of vessels and outboard motors, ownership of vessels and outboard motors, and the collection of associated fees and taxes as outlined under the Texas Water Safety Act, Chapter 31 of the Texas Parks and Wildlife Code; Title 31 of the Texas Administrative Code, Part 2, Chapter 53; the Texas Tax Code, Chapter 160; and the Texas Property Code, Chapters 59 and 70.

3.4.2.2. Processing transactions in accordance with instructions for general processing from the "Basics to Boat Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, and the "BRITS User's Manual" issued by TPWD Headquarters.

3.4.2.3. Accurate tracking and control of inventory issued by TPWD.

3.4.2.4. Obtaining and submitting all supporting documentation required for each transaction as stated in the matrix requirements supplied by TPWD. All

"Requirements for Specific Transactions" matrices are available on the TPWD website at: http://tpwd.texas.gov/fishboat/boat/owner/titles_and_registration/

Transactions should not be completed unless the required documentation is obtained. Each Agent office conducting transactions on behalf of TPWD shall submit to TPWD:

- Required documentation completed in full as described under the matrices;
- Completed Application form PWD 143, PWD 144, PWD 143M, PWD 144M, PWD 231, PWD 309A, PWD 309B, PWD 310A, PWD 312, PWD 314, PWD 403, PWD 504, PWD 581, PWD 738, PWD 763, PWD 778, PWD 790, PWD 1055, PWD 1056, PWD 1084, PWD 1175, PWD 1208, PWD 1238, or PWD 1340, as applicable, with all required information and original signatures;
- Original manufacturer's Statement of Origin (MSO), Builder Certificates, titles or out–of-state or federal documentation, when required, with original signatures from the owner of record or lawful representative;
- Bill of sale, invoice or signed tax affidavit from the seller. This bill of sale must list the date of sale, the sales price of each item (vessel, outboard motor, related accessories), a description of the item (make, TX number or serial number and year built), purchaser's name and seller's signature or signature of lawful representative;
- Lien Release in the acceptable format as outlined in the matrix requirements;
- Original or unaltered copies of any required legal documentation; and
- Required notary signature on forms with notary requirement.

No exception to the required documentation shall be made unless approved through the TPWD Headquarters staff. All exceptions must be thoroughly documented, explained in writing on the submitted paperwork, and signed and dated by the Agent's staff, noting the name of the TPWD Headquarters staff who approved the alternative process.

3.4.3. Ownership transactions that do not have the appropriate supporting documentation may be voided by TPWD. Examples of transactions that may be voided include, but are not limited to:

- Transfer of ownership without a Texas title;
- Transfer of ownership with no out-of-state title or registration provided (registration information is required for non-titling states);
- Transfer of ownership with partial or no title assignment;
- Transfer of ownership with no release of lien when a lien is listed on record;
- Transfer of ownership with no signature of seller;
- Title issuance with no Manufacturer Statement of Origin (MSO) or Builders Certificate or inaccuracies on MSO assignment on a new vessel or outboard motor;
- Transfer of ownership with no supporting documents supporting the authority to sell on behalf of the deceased owner, including an heirship affidavit, letters of testamentary, court order, trust, power of attorney, etc.;

- Transfers with obvious forgery or alteration on any part of the transaction;
- Transactions that transferred the wrong vessel or outboard motor;
- Transactions that have no serial number (HIN/MIN) on record (does not apply to registration of a USCG documented vessel);
- Transfer of ownership with an invalid marine dealer licensee number;
- No bill of sale, no invoice or tax affidavit signed by both seller and purchaser;
- Right of Survivorship form accepted after owner of record is deceased;
- Use of Power of Attorney after the owner of record is deceased; or
- Fraudulent and/or false entry of customer information.

3.4.4. All transaction paperwork, titles, decals and registration cards required for processing transactions must be batched and submitted to TPWD Headquarters weekly. This paperwork shall be received not later than the following Friday of the next business week. Delays in the submission of the associated documentation may result in the delay of titles and other items that are fulfilled by TPWD Headquarters. Each Agent shall submit paperwork in bundled order according to the TPWD Document Packaging and Processing Procedures stated within the BRITS Users Manual.

3.5. Inventory:

3.5.1. The Agent offices will be issued registration decal inventory and ID card stock to be used for all registration transactions. The Agent shall be responsible for maintaining an inventory record of the registration decals as they are issued by reconciling each decal against the Decal Distribution Log Report, which is available in BRITS, and accounting for any discrepancies.

3.5.2. The Agent shall accept inventory mailed to the Agent by confirming receipt of the assigned inventory in BRITS. The Agent is responsible for verifying the accuracy of the inventory by comparing the physical inventory received to the TPWD Decal Consignment Confirmation Form received with the inventory shipment. The form will ensure that: (a) the Agent received the proper inventory requested; (b) the inventory sent corresponds to the inventory listed on the Decal Consignment Confirmation Form; and (c) the Agent receives instructions about how to confirm receipt of the inventory in BRITS and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BRITS, or notify the TPWD Boat Section Field Liaison phone bank in the event of any discrepancies, within seven (7) calendar days of inventory delivery. The inventory will not be available for use until its receipt is confirmed in BRITS. Unused inventory must be accounted for and returned when no longer valid for use.

3.5.3. Registration decals that are voided must be attached to the Void Request Form and sent in with all other transaction paperwork.

3.5.4. The Agent is responsible for assigned inventory consisting of registration decals and ID card stock paper. If the Agent cannot account for assigned inventory, the Agent shall be responsible for remitting the value of the lost inventory at a rate of $53 per piece of inventory. TPWD will not ship additional inventory until payment for lost inventory is received.

3.5.5. TPWD will monitor Agent's lost inventory payments and, after two such instances, TPWD will require Agent to provide a reason for the repeat circumstances and a corrective action plan to ensure no further instances of lost inventory. If not satisfied with the corrective

action plan, TPWD reserves the right to suspend the Agent from acting on behalf of TPWD.

3.5.6. Agent shall receive applications, forms and other documents from TPWD in order to complete transactions. These documents are considered supplies, not assigned inventory, in that they have minimal monetary value. All forms can be printed from the agency web site at: http://tpwd.texas.gov/fishboat/boat/forms/

3.5.7. Additional supplies can be requested by calling (512) 389-4479. Additional decal inventory can be requested by submitting a request in writing to the TPWD Boat Section Field Liaison phone bank either by fax at (512) 389-8323 or by email to BoatReg@tpwd.texas.gov. Requests should include the requestor's name and Agent Location, the quantity and expiration year of the decal inventory requested, and a contact phone number.

3.6. Staff: The Agent shall:

3.6.1. Maintain staff that is adequately trained in the maintenance and use of the BRITS application. Agent shall ensure that all staff that works with the public has a general knowledge of the services available and general knowledge of laws and regulations that apply to each service as listed under the "Basics to Boat Transactions" training document and the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices.

3.6.2. Not release information regarding a boat or outboard motor with a status of "Stolen." Each Agent office shall contact TPWD to verify that the status is valid and notify their County, City or TPWD law enforcement to provide information for recovery of the stolen asset. This notification will not apply to situations where an insurance company is transferring ownership due to the payment of a customer's theft claim.

3.6.3. Submit a BRITS Log-in Request Form (PWD 0057B) if any Agent has a change regarding a current user of the system. This form must be signed by the Agent representative. User changes include termination of employees, addition of employees or a change in an employee's duties related to the system. User log-ins will not be shared or transferred from one employee to another.

3.6.4. Notify TPWD Boat Titling and Registration Liaison at (512) 389-4393 or (512) 389-8090 of any change in staff, office supervisor, business or mailing address, contact email address, or phone number.

3.6.5. Request any changes for user's roles at least two (2) days in advance of the needed change.

3.7. Sales Commission: Agent will be paid a 10% (Ten percent) commission, or any other amount as established by the Texas Legislature, on TPWD fees for sales made by the Agent as stated under the Texas Parks and Wildlife Code, Chapter 31, Section 31.048(b).

3.8. System Configuration and Use: The Agent shall:

3.8.1. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession of materials (including inventory items) or supplies furnished under this Agreement to a party other than the Agent's satellite office locations.

3.8.2. Contract with TxDMV to support the internet connections and printers necessary to conduct TPWD-related transactions.

3.8.3. Maintain appropriate inventory of ID card stock paper, applications, forms and decals based upon sales volume. In order to responsibly budget resource expenditures, TPWD

may limit the quantities of supplies based on the number of transactions processed by each Agent.

3.8.4. Notify TPWD immediately if any unauthorized user obtains access to the system. Until TPWD receives such notification, the Agent understands and agrees that the Agent shall continue to be responsible for payment for all transactions that are processed through the Agent's users.

3.9. Recordkeeping: The Agent shall:

3.9.1. Allow employees or representatives of TPWD or the Texas State Auditor's Office access to Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas, 78744. Further, Agent will allow TPWD and/or the Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of Agent to allow access to or provide records as required under this Agreement is a material breach.

3.9.2. Comply with the Texas Sales Tax remittance requirements as outlined in the Texas Tax Code and Chapter 31 of the Texas Parks and Wildlife Code.

3.10. Other Requirements: The Agent shall:

3.10.1. Not accept customer's remittances for transactions if the system is unavailable.

3.10.2. Furnish to TPWD, without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.

3.10.3. Allow authorized employees or representatives of TPWD access to Agent's premises during normal hours of business.

3.10.4. Be responsible for its actions and those of its employees, officers, or agents and, to the extent permitted by law, indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of the Agent, its employees, officers, or agents.

3.10.5. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees or TPWD Commissioners that may be involved, either directly or indirectly, in any aspect of Agent's issuance of items under this Agreement.

3.10.6. Implement and follow all rules and procedures provided in writing to Agent or available from TPWD's web site.

4. <u>TPWD RESPONSIBILITIES</u>: TPWD will:

4.1. Designate a contact person to coordinate and to help resolve any issues between TPWD and Agent expeditiously and fairly. TPWD will provide training aids for Agent and Agent's employees.

4.2. Maintain a help desk to provide assistance to Agent.

4.3. Provide Account Notices prior to sweeping funds from Agent's account(s) and daily activity reports.

4.4. Provide supplies and materials needed to perform duties under this Agreement such as ID card stock paper, applications, decals, void request forms and other related forms.

5. <u>SEVERABILITY</u>: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

6. **FORCE MAJEURE:** Neither of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the Agent. To obtain release based on force majeure, Agent shall file a written request with TPWD and receive written approval.

7. **WAIVERS:** Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.

8. **ASSIGNMENT:** Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. This does not apply to a change of County Tax Assessor/Collector.

9. **DISPUTES:** The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Chapter 2260.

10. **SPECIAL CONDITIONS:** TPWD may cancel this Agreement without penalty if subsequent law necessitates cancellation. Nothing in this Agreement is intended to waive any sovereign or governmental immunity to which TPWD is entitled under law.

11. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar day's written notice. TPWD may terminate this Agreement without notice immediately following a material breach by Agent. Upon termination of this Agreement the Agent shall:

    11.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;

    11.2. Submit all processed transaction documentation according to established schedule or prior to closeout;

    11.3. Provide a listing of all employees with electronic access for deactivation; and

    11.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.

12. **RIGHT TO AUDIT:** Agent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.

13. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

    For TPWD:
    Texas Parks and Wildlife Department
    Boat Titling and Registration Section
    Attention: Frances Stiles
    4200 Smith School Road
    Austin, Texas 78744

    For AGENT:
    Wise County
    Attention: Mr. Monte S. Shaw
    404 W Walnut
    Decatur, Texas 76234

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

14. **COMPLETE AGREEMENT**: This Agreement and the attached Schedules 1 and 2 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may be amended by written agreement of both Parties, which will be attached to the original agreement. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.

15. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.

16. **SIGNATURE AND DELIVERY INSTRUCTIONS:** Agent shall sign this page, make a copy, and send the original to TPWD. Upon signature of TPWD's representative, a copy of the completed agreement will be made and sent back to Agent for its records. If original signatures are desired for Agent's copy, Agent shall obtain signatures on two identical agreements and, upon receipt, TPWD's representative will sign both and return the second back to Agent.

17. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** By entering into this Agreement, the Agent certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

    1) All persons employed to perform duties within Texas, during the term of the Agreement; and
    2) All persons (including subcontractors) assigned by the Agent to perform work pursuant to the Agreement, within the United States of America.

    The Agent shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Agent, and Agent's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Agent may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

_____
County Agent

Title: _____

Date: _____

_____
Texas Parks and Wildlife Department

Title: Director of Purchasing and Contracts

Date: _____

_____
County Agent

Title: _____

Date: _____

_____
County Agent

Title: _____

Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 1
Schedule for Sweeping Revenue
Between TPWD and Wise County Tax Assessor-Collector (Agent)

1. Scheduled Sweeps:

1.1. Account Notice Date will occur on Monday each week. The Scheduled Sweep Date (Wednesday) shall occur two (2) business days after the Account Notice (Monday). Whenever the scheduled sweep date falls on a U.S. Federal Reserve holiday, the scheduled sweep date will be the next business day after the holiday. (See Scheduled Sweeps, Para. 3.1.8).

1.2. The Account Notice will encompass one Sales Period and include the sales made during each Day of Sales that the office was conducting business. The Sales Period begins on Monday and ends on Sunday.

1.3. Offices with substations that deposit funds into the same bank account can generate an Agent Activity Report and Account Notice for each office. A combined Agent Activity Report and Account Notice will be available which shows the combined totals for all offices with the same bank account.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 2
Wise County Office Information

MAIN OR PRIMARY OFFICE:

1. County Office Name: Wise County Auto Registration
2. Federal Employer's Identification Number: 75-6001203
3. Bank Account Type ☑ Checking or ☐ Savings
4. Routing/Transit Number: 111301122
5. Account Number: 930180001176
6. Mailing Address: 404 W walnut
   City, State, Zip: Decatur TX 76234
7. Physical Address: _____ Or ☑ Check if same as mailing address
   City, State, Zip: _____
8. Office Contact Information:
   - Office Manager's Name: Doni Caruthers
   - Telephone Number: 940-627-3304
   - Fax Number: 940-627-5763

SATELLITE OR SUB-OFFICE:

1. Office Name: Wise County Auto Registration Bridgeport
2. Federal Employer's Identification Number: _____ Or ☑ Check if same as main office
3. Bank Account Type ☑ Checking or ☐ Savings
4. Routing/ Transit Number: _____ Or ☑ Check if same as main office
5. Account Number: _____ Or ☑ Check if same as main office
6. Mailing Address: 404 W walnut
   City, State, Zip: Decatur TX 76234
7. Physical Address: 1007 13th St Or ☐ Check if same as mailing address
   City, State, Zip: Bridgeport TX 76426
8. Office Contact Information (need separate contact names for each office location):
   - Office Manager's Name: Linda Galloway
   - Telephone Number: 940-683-2299
   - Fax Number: 940-683-2154

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: Wise County Auto Registration Boyd
2. Federal Employer's Identification Number: _____ Or ☑ Check if same as main office
3. Bank Account Type ☑ Checking or ☐ Savings
4. Routing/ Transit Number: _____ Or ☑ Check if same as main office
5. Account Number: _____ Or ☑ Check if same as main office
6. Mailing Address: 404 W Walnut
   City, State, Zip: Decatur TX 76234
7. Physical Address: 125 N FM 730 Or ☐ Check if same as mailing address
   City, State, Zip: Boyd TX 76023
8. Office Contact Information (need separate contact names for each office location):
   - Office Manager's Name: Amie Nobles
   - Telephone Number: 940-433-2886
   - Fax Number: 940-433-3062

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office
3. Bank Account Type ☐ Checking or ☐ Savings
4. Routing/ Transit Number: _____ Or ☐ Check if same as main office
5. Account Number: _____ Or ☐ Check if same as main office
6. Mailing Address: _____
   City, State, Zip: _____
7. Physical Address: _____ Or ☐ Check if same as mailing address
   City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
   - Office Manager's Name: _____
   - Telephone Number: _____
   - Fax Number: _____

COPY AND PROVIDE ADDITIONAL SHEETS IF NEEDED FOR ADDITIONAL LOCATION(S).

139

COPY MACHINE LEASE AND SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") (the "Lease") is made effective as of August 10, 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. August 9, 2016) or before expiration of the termination date of subsequent renewal terms (if any) (being 11:59 p.m. August 9 of each subsequent year's anniversary of the initial term's delivery date to Lessee of August 10, 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 August 10, 2015 (the "Effective Date").

LESSOR

FRANK DUSTIN OFFICE SUPPLY, INC.

By _____

Printed Name Johnny Leftwich

Date: 7-27-15

LESSEE

WISE COUNTY, TEXAS

By _____

Printed Name JD Clark

Date: 7-27-15

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: _____
Located in the office of Wise County JP Precinct 2
COPY MACHINE LEASE DATED: AUGUST 10
Year: 2015

Make: Copystar 3010i Copier With Fax

Serial Number: LNT5401678

Monthly Rental Fee: $119.50 Machine + $27.00 Fax = $146.50

Delivery Date: August 2015

Lease Term: The initial term of this Lease will commence with an Effective Date of August 10, 2015, and terminate 11:59 p.m., August 9, 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 August 10, 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 August 10, 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 August 10, 2015.

LESSOR

FRANK DUSTIN OFFICE SUPPLY, INC.

By _____

Printed Name Johnny Lotspeich

LESSEE

WISE COUNTY, TEXAS

By _____

Printed Name JD Clark

139

AirMedCare NETWORK

Plan Code: 2540

AirMedCare Network Group Full Membership
For Wise County

Organization:	Wise County		
Address:	PO Box 899 Decatur, TX 76234		
Contact:	JD Clark		
Phone:	940-627-3341	**Fax:**	940-627-6926
Email:	hr@co.wise.tx.us		
County:	Wise		

Membership Sales Manager/ Base: Mike Eastlee/AE68 HD

Participants:

1. The Organization (or Participant, in the case of a "Self-Pay" arrangement) is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
   - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
   - Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

This agreement is effective from October 1, 2015 to September 30, 2016.

Fees and Payment:

No. of Participants in Initial Group			Total
_____	1 Year Participant(s)	$ 45.00	$ -
		Total	$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.

AIR EVAC LIFETEAM MED-TRANS REACH EagleMed
P.O. Box 948 West Plains, MO 65775

Initial_____

AirMedCare NETWORK

Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "**Company**"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / EagleMed LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

AIR EVAC LIFETEAM MED-TRANS REACH EagleMed
P.O. Box 948 West Plains, MO 65775

Initial_____

AirMedCare NETWORK

Agreed to by:

Signature	Signature
	Keith Hovey
Printed Name	Printed Name
	Vice President
Title	Title
	Membership
Organization Name	Division
Date	Date

AIR EVAC LIFETEAM MED-TRANS REACH EagleMed
P.O. Box 948 West Plains, MO 65775

Initial_____

139

P.O. BOX 899 DECATUR, TEXAS 76234 thomas.aaberg@co.wise.tx.us (940) 393-1507

THOMAS J. AABERG
COMMISSIONER'S COURT ATTORNEY

July 27, 2015

Mr. Gary Shelton
301 S. Acorn
Decatur, Texas 76234

via Certified Mail
Return Receipt Requested

Re: Re: Sixty (60) day Notice of Termination and Nonrenewal of the Lease Agreement dated September 30th, 2013 between J. Gary Shelton and Wise County, Texas of property located at 1415 South F.M. 51 Decatur Texas 76234. (More particularly described in the mentioned agreement)

Dear Mr. Shelton,

Wise County does hereby give formal notice of its intention to terminate the Lease Agreement and any amendments thereto and not exercise the right of first refusal for the renewal term(s) under **Section 2 Terms of Lease and rental rates** of said agreement. The Lease provides for Sixty (60) days written notice of exercising the right of first refusal, the lease is set for renewal September 30, 2015 which makes August 2nd, 2015 the sixtieth (60th) day. This letter is dated July 27th, 2015 which should provide sixty-six (66) days notice of our intention of nonrenewal/termination .

Thank you for working with Wise County throughout the terms of this lease. If you have any questions, please contact me at the above number.

Sincerely,

Thomas J. Aaberg