

149

# R-12 Service Agreement Renewal Notice



10401 Elm Street, Suite 100  
Louisville, KY 40225-3842  
722-261-4433 FAX 502-210-2491  
www.appriss.com

**DATE:** July 23, 2015

**CUSTOMER NAME:** Wise County

**LOCATION:** P.O. Box 393  
Decatur TX 76234

**PROJECT TYPE:** Wise County VINE Service

**ORIGINAL SERVICE AGREEMENT DATE:** July 31, 2008

**SERVICE AGREEMENT RENEWAL DATE:** September 1, 2015

**SERVICE AGREEMENT RENEWAL TERM:** 12 Months

**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2016

**PROJECT PRICING: \$ 11,616.48 (Quarterly Amount \$2,904.12)**

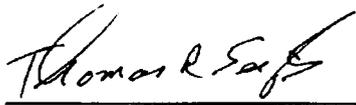
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

**Contract Changes: None**

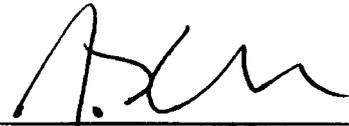
Special Note: Please refer to the "3<sup>rd</sup> Party Vendor Fees" referenced in the attached Exhibit R-12 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

**AUTHORIZATION:**

**APPRISS, INC., BY:**

  
 \_\_\_\_\_  
 Signature Date 7/23/2015  
 Thomas R. Seigle  
 President

**CUSTOMER BY:**

  
 \_\_\_\_\_  
 Signature Date 8-10-15  
 County Judge JD Clark  
 Title Name

**Exhibit R-12 Maintenance Renewal  
Automated Victim Notification Services  
Wise County**

**Category: Pilot - Medium**

Subject to the terms and conditions included in the Agreement, this Exhibit R-12 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.

**Maintenance Amount.** Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2016.

<b>Jail Maintenance Amount</b>	<b>District Court Maintenance Amount</b>	<b>County Court Maintenance Amount</b>	<b>Annual Maintenance Amount (12 Months)</b>	<b>Quarterly Maintenance Amount (4 Quarters)</b>	<b># of Months Through 8/31/16</b>	<b>Total Maintenance Amount Due</b>
\$ 11,616.48	N/A	N/A	\$11,616.48	\$2,904.12	12 Months	\$11,616.48

**Maintenance Amount as indicated above does not include "3<sup>rd</sup> Party Vendor Fees" <sup>1</sup> include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3<sup>rd</sup> Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.**

14g

July 1, 2015

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

**Renew your support today for continued access to great new software features and a first rate technical support team.**

Dear Stenograph Customer,

Your Case CATalyst support is about to expire. Your success as a professional is determined by a number of factors including continuous, optimal performance of your software. To ensure on-going access to valuable software updates so that you're on the most current version, as well as access to our support team, you will want to renew your annual support agreement. **When you need help, our unparalleled support team will be there for you.**

Please remember that support via telephone and email is available for the current integer version and previous integer version. Renew today to ensure you have the latest version of software.

There are various plan options available. This letter reflects your current plan and serial number(s). Multiple unit prices and STAR membership advantages have been applied where applicable. To learn more about STAR benefits and support plan options, please visit [www.stenograph.com](http://www.stenograph.com).

To complete your renewal, log in at [www.stenograph.com](http://www.stenograph.com) and renew your plan online; see enclosed sheet for online instructions. You can also complete the form below and fax or mail it to us. For additional information on our various plans or to make any changes to your support plan, please call **800-323-4247, press 1 then 2**, from 7:30 a.m. to 6:00 p.m. Central time, Monday through Friday or email us at [sales@stenograph.com](mailto:sales@stenograph.com).

*Tear off bottom of this sheet to return with payment.*

Customer No.: 83293	E-mail:		
Name: Wise County of Texas			
Contract No. SQ107219	Agreement Dates : 10/30/15 - 10/29/16		
Number & Type of Support Covered:	1	Software Support	
Type of Support:	Unique Identifier:	Begin Date:	Amount:
BUSINESS HR SUPPORT	SI094259	10/30/15	619.00

<b>Four easy ways to renew your support agreement !</b>			
Online at <a href="http://www.stenograph.com">www.stenograph.com</a>	83293: SQ107219		
Call 1-800-323-4247 (Credit Card Payment)	Total:	619.00	
Fax to 1-630-532-5700 (Credit Card Payment)	Tax:	0.00	
Mail a check in the enclosed envelope	Total Amount:	619.00	

<input type="checkbox"/> Check Enclosed (Make Check for <b>\$ 619.00</b> payable to Stenograph, L.L.C.)			
<input type="checkbox"/> Visa	<input type="checkbox"/> American Express	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover
Card #.	<input type="text"/>	-	<input type="text"/>
Exp. Date:	<input type="text"/>	-	<input type="text"/>
Signature:	Date:		

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

Your payment of this invoice indicates acceptance of and renews the terms of your Original Support Agreement.  
**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO REFUNDS OR CANCELLATIONS ARE ACCEPTED.**

14g



**Obermeyer Biomedical™ Service Agreement · 1 Year**

Account Name: Wise County EMS  
Address: 1101 Ross Ave  
City, State, Zip: Decatur, TX 76234  
Start Date: 10/01/2015  
Expiration Date: 9/31/2016

**This Obermeyer Biomedical Agreement Includes:**

- 1 AED Inspection
- Cleaning the Unit
- Labor and Travel
- Service Documentation

Obermeyer Biomedical agrees to service the equipment listed on the Agreement.

Price of Contract Coverage is \$6035.00 in one annual installment.

*Bryan E Obermeyer*  
Contract Administrator

*A. L. M.*  
Customer Signature

8-10-15  
Date Accepted

08/04/2015  
Date Offered

NA  
Purchase Order Number

Rep: Bryan E Obermeyer

Unit	Serial #	Inspection	Start Date	End Date
------	----------	------------	------------	----------

		Price		
AED	14089830	\$85.00	10/1/2015	9/31/2016
AED	14089831	\$85.00	10/1/2015	9/31/2016
AED	14089832	\$85.00	10/1/2015	9/31/2016
AED	34057976	\$85.00	10/1/2015	9/31/2016
AED	34057977	\$85.00	10/1/2015	9/31/2016
AED	37353432	\$85.00	10/1/2015	9/31/2016
AED	37353433	\$85.00	10/1/2015	9/31/2016
AED	37353434	\$85.00	10/1/2015	9/31/2016
AED	37353435	\$85.00	10/1/2015	9/31/2016
AED	37353436	\$85.00	10/1/2015	9/31/2016
AED	37353437	\$85.00	10/1/2015	9/31/2016
AED	37353438	\$85.00	10/1/2015	9/31/2016
AED	37353439	\$85.00	10/1/2015	9/31/2016
AED	37353440	\$85.00	10/1/2015	9/31/2016
AED	37353441	\$85.00	10/1/2015	9/31/2016
AED	37353442	\$85.00	10/1/2015	9/31/2016
AED	37353443	\$85.00	10/1/2015	9/31/2016
AED	37353444	\$85.00	10/1/2015	9/31/2016
AED	37353445	\$85.00	10/1/2015	9/31/2016
AED	37353446	\$85.00	10/1/2015	9/31/2016
AED	37353447	\$85.00	10/1/2015	9/31/2016
AED	37353448	\$85.00	10/1/2015	9/31/2016
AED	38323082	\$85.00	10/1/2015	9/31/2016
AED	38323083	\$85.00	10/1/2015	9/31/2016
AED	38323084	\$85.00	10/1/2015	9/31/2016
AED	38323085	\$85.00	10/1/2015	9/31/2016
AED	38323086	\$85.00	10/1/2015	9/31/2016
AED	38323087	\$85.00	10/1/2015	9/31/2016
AED	38323088	\$85.00	10/1/2015	9/31/2016
AED	38323089	\$85.00	10/1/2015	9/31/2016
AED	38323090	\$85.00	10/1/2015	9/31/2016
AED	38323091	\$85.00	10/1/2015	9/31/2016
AED	38323092	\$85.00	10/1/2015	9/31/2016
AED	38323093	\$85.00	10/1/2015	9/31/2016
AED	38323094	\$85.00	10/1/2015	9/31/2016
AED	38323095	\$85.00	10/1/2015	9/31/2016
AED	38323096	\$85.00	10/1/2015	9/31/2016
AED	38323097	\$85.00	10/1/2015	9/31/2016
AED	38323098	\$85.00	10/1/2015	9/31/2016
AED	38323099	\$85.00	10/1/2015	9/31/2016
AED	38227196	\$85.00	10/1/2015	9/31/2016
AED	38227197	\$85.00	10/1/2015	9/31/2016
AED	38515769	\$85.00	10/1/2015	9/31/2016
AED	38515770	\$85.00	10/1/2015	9/31/2016

AED	38515771	\$85.00	10/1/2015	9/31/2016
AED	38515772	\$85.00	10/1/2015	9/31/2016
AED	38515773	\$85.00	10/1/2015	9/31/2016
AED	38515774	\$85.00	10/1/2015	9/31/2016
AED	38515775	\$85.00	10/1/2015	9/31/2016
AED	38515776	\$85.00	10/1/2015	9/31/2016
AED	38515777	\$85.00	10/1/2015	9/31/2016
AED	38515778	\$85.00	10/1/2015	9/31/2016
AED	38515779	\$85.00	10/1/2015	9/31/2016
AED	38515780	\$85.00	10/1/2015	9/31/2016
AED	38515781	\$85.00	10/1/2015	9/31/2016
AED	38515782	\$85.00	10/1/2015	9/31/2016
AED	38515783	\$85.00	10/1/2015	9/31/2016
AED	38515784	\$85.00	10/1/2015	9/31/2016
AED	38515785	\$85.00	10/1/2015	9/31/2016
AED	38515786	\$85.00	10/1/2015	9/31/2016
AED	38515787	\$85.00	10/1/2015	9/31/2016
AED	38515788	\$85.00	10/1/2015	9/31/2016
AED	38515789	\$85.00	10/1/2015	9/31/2016
AED	38515790	\$85.00	10/1/2015	9/31/2016
AED	38515791	\$85.00	10/1/2015	9/31/2016
AED	38515792	\$85.00	10/1/2015	9/31/2016
AED	38515793	\$85.00	10/1/2015	9/31/2016
AED	38515794	\$85.00	10/1/2015	9/31/2016
AED	38515795	\$85.00	10/1/2015	9/31/2016
AED	38515796	\$85.00	10/1/2015	9/31/2016
AED	38515797	\$85.00	10/1/2015	9/31/2016
Total		\$6,035.00		



**OBERMEYER BIOMEDICAL  
TECHNICAL SERVICE AGREEMENT TERMS AND CONDITIONS**

**OBERMEYER BIOMEDICAL**

**AED PERFORMANCE INSPECTION SERVICES**

Inspection is to verify calibration setting in the AED output measurement is within manufactures AED product specifications.

**AED PERFORMANCE INSPECTION DOCUMENTATION**

Following each verification performance inspection, Obermeyer Biomedical will provide Customer with written documentation.

**ELECTRODE REPLACEMENT**

The customer is responsible for Electrode Replacement when the Electrode Pads expire.

**BATTERY RECYCLING**

AED battery's failing to meet AED Manufactures recommendations should be removed from daily operations of the AED and properly replaced in accordance to Manufactures recommendations. Obermeyer Biomedical will receive the old battery's for proper recycling. The Customer is responsible for the replacement of bad non-functioning battery's with new battery's.

**ACCEPTANCE-LENGTH OF AGREEMENT**

To receive the desired service, on the terms described herein, please indicate CUSTOMER's acceptance by signing this Agreement on Page 1.

**SERVICE INVOICING**

The cost of services performed by Obermeyer Biomedical shall be payable by Customer within thirty (30) days of Customer's receipt of Obermeyer Biomedical invoice.

**TERMINATION**

This agreement can be canceled by either party by giving at least thirty (90) days of the prior written notice to each other.

**ACCEPTANCE-LENGTH OF AGREEMENT**

To receive service, on the terms described herein, please indicate customers's acceptance by signing this Agreement indicated on Page 1 and returning a copy to Obermeyer Biomedical.

**PERFORMANCE EXCLUSIONS**

Service delivered by Obermeyer Biomedical here under shall be subject to and conditional upon floods, strikes, other labor disturbances (regardless of the reasonableness of the demands of labor), riots, fires, accidents, wars (present and future), embargoes, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government of any other cause (whether similar or dissimilar to the foregoing) beyond Obermeyer Biomedical's reasonable control.

**SEVERABILITY OF PROVISIONS**

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. All cost's and expenses incurred by the prevailing party related to this document including reasonable attorney's fees, shall be reimbursed by the other party.

**GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

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July 1, 2015

Lori Lowe  
2700 Lipsey St  
Decatur, TX 76234

**Renew your support today for continued access to great new software features and a first rate technical support team.**

Dear Stenograph Customer,

Your Case CATalyst support is about to expire. Your success as a professional is determined by a number of factors including continuous, optimal performance of your software. To ensure on-going access to valuable software updates so that you're on the most current version, as well as access to our support team, you will want to renew your annual support agreement. **When you need help, our unparalleled support team will be there for you.**

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There are various plan options available. This letter reflects your current plan and serial number(s). Multiple unit prices and STAR membership advantages have been applied where applicable. To learn more about STAR benefits and support plan options, please visit [www.stenograph.com](http://www.stenograph.com).

To complete your renewal, log in at [www.stenograph.com](http://www.stenograph.com) and renew your plan online; see enclosed sheet for online instructions. You can also complete the form below and fax or mail it to us. For additional information on our various plans or to make any changes to your support plan, please call **800-323-4247, press 1 then 2**, from 7:30 a.m. to 6:00 p.m. Central time, Monday through Friday or email us at [sales@stenograph.com](mailto:sales@stenograph.com).

*Tear off bottom of this sheet to return with payment.*

Customer No.: 81955	E-mail:
Name: Wise County of Texas	
Contract No. SQ107220	Agreement Dates : 10/01/15 - 09/30/16
Number & Type of Support Covered:	1 Software Support
Type of Support:	Unique Identifier: Begin Date: Amount:
BUSINESS HR SUPPORT	SI088527 10/01/15 619.00

Four easy ways to renew your support agreement !	
Online at <a href="http://www.stenograph.com">www.stenograph.com</a>	81955: SQ107220
Call 1-800-323-4247 (Credit Card Payment)	Total: 619.00
Fax to 1-630-532-5700 (Credit Card Payment)	Tax: 0.00
Mail a check in the enclosed envelope	Total Amount: 619.00

<input type="checkbox"/> Check Enclosed (Make Check for \$ 619.00 payable to Stenograph, L.L.C.)	
<input type="checkbox"/> Visa	<input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover
Card #.	□□□□ - □□□□ □□□□ - □□□□
Exp. Date:	_____
Signature:	Date:

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

Your payment of this invoice indicates acceptance of and renews the terms of your Original Support Agreement.  
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO REFUNDS OR CANCELLATIONS ARE ACCEPTED.

149

July 1, 2015

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

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

Dear Stenograph Customer;

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

There are 2 **Protection Plan** options available. Details of the plans are attached. To complete your renewal, log in at [www.stenograph.com](http://www.stenograph.com) and renew your plan online; see enclosed sheet for online instructions. You can also complete the form below and fax or mail it to us. For additional information on our plans, please call **1-800-323-4247, press 1 then 2.**

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

\* Stenograph recommended

Customer No.: 83293		E-mail:	
Name Wise County of Texas			
Contract No. MQ075482		Agreement Dates : 08/28/15 - 08/27/16	
Number of Writers Covered:		2	
Type of Writer:	Serial Number:	Type of Writer:	Serial Number:
DIAMANTE	Z08944	DIAMANTE	Z08961

83293: MQ075482	(Check 1) <input checked="" type="checkbox"/> BASIC W/ LOANER (Stenograph recommended) <input type="checkbox"/> BASIC NO LOANER
<b>FOUR EASY WAYS TO RENEW:</b>	
Online at <a href="http://www.stenograph.com">www.stenograph.com</a>	Total = \$ <u>379.00</u>
Call: 1-800-323-4247 (Credit Card Payment)	# of Writers x \$ <u>2</u>
Fax: 1-630-532-5700 (Credit Card Payment)	Grand Total = \$ <u>758.00</u>
Mail a check in the enclosed envelope	
Check Enclosed (Payable to Stenograph, L.L.C.)	<input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover
Exp. Date: _____	
Signature: _____	Date: _____

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

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

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

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**JANITORIAL CONTRACT**

**FOR THE**

**BRIDGEPORT ADULT PROBATION OFFICE**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2015-2016**

**WHEREAS**, Cheryl Lovett, the department head for the Wise County Adult Probation is in need of a service to clean the Wise County Adult Probation Office in Bridgeport, Texas located at 1203 Halsell St. Bridgeport, Texas 76426 (hereinafter Probation Office).

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

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

**TERMS**

1. Ms. Boswell will provide cleaning services to the Probation Office between the hours of 8:00 a.m. and 5:00 p.m Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Boswell shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$200.00 per month for the aforementioned services.
4. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. All cleaning responsibilities will include all the basic cleaning services required by the Department Head of the Probation Office.
7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Boswell while providing said Janitorial work to the Probation Office.
8. Further, Ms. Boswell is not nor shall she be considered an agent of the County for any purposes.

**AGREED** by Kathy Boswell on the \_\_\_\_\_ day of \_\_\_\_\_.

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

**APPROVED** by the Commissioners' Court of Wise County, Texas in a Meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, and

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

County of Wise, Texas

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

Wise County Judge

Approved:

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

Wise County Adult Probation

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**JANITORIAL CONTRACT**

**FOR THE**

**WISE COUNTY JUVENILE PROBATION OFFICE**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2015-2016**

**WHEREAS**, Bill Austin, the department head for the Wise County Juvenile Probation is in need of a service to clean the Wise County Juvenile Probation Office located at 401 Rook Ramsey Drive Decatur, Texas 76234 (hereinafter Probation Office).

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

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

**TERMS**

1. Ms. Bronniman will provide cleaning services to the Probation Office between the hours of 8:00 a.m. and 5:00 p.m Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Bronniman shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$85.00 per week for the aforementioned services.
4. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. All cleaning responsibilities will include all the basic cleaning services required by the Department Head of the Probation Office.
7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Bronniman while providing said Contractual Janitorial work to the Probation Office.
8. Further, Ms. Bronniman is not nor shall she be considered an agent of the County for any purposes.

**AGREED** by Brandi Bronniman on the \_\_\_\_\_ day of \_\_\_\_\_.

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

**APPROVED** by the Commissioners' Court of Wise County, Texas in a Meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, and

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

County of Wise, Texas

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

Wise County Judge

Approved:

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

Wise County Juvenile Probation

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

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2015-2016**

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

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

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

**TERMS**

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

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

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

**General Cleaning Services:**

- Vacuuming
- Dusting
- Mopping
- Trash Pickup
- All Glass
- Plumbing Fixtures
- Baseboards

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

**AGREED** by Kathy Boswell on the \_\_\_\_\_ day of \_\_\_\_\_.

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

**APPROVED** by the Commissioners' Court of Wise County, Texas in a Meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, and

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

County of Wise, Texas

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

Wise County Judge

Approved:

Signature; \_\_\_\_\_

Justice of the Peace Pct. 3

14g

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS'**  
**AREA AGENCY ON AGING**  
**and**  
**WISE COUNTY**

**The North Central Texas Council of Governments' Area Agency on Aging (NCTAAA) agrees to:**

- ◆ Provide information, referral and assistance; benefits counseling; legal assistance; care coordination; long-term care ombudsman; homemaker; caregiver education and training; residential repair; emergency response; caregiver support coordination; health maintenance; income support; and caregiver respite services to Wise County residents age 60 and over who qualify, and their family caregivers. Services shall be provided without charge to clients.
- ◆ Provide funding to community-based organizations for nutrition and transportation services, using a methodology that allocates funds on the basis of the county's older residents, low-income older residents, and contractor effectiveness in serving eligible clients.
- ◆ Provide technical support to staff members of Wise County Committee on Aging as requested.
- ◆ Assist with implementation and maintenance of software system used to report program performance to the NCTAAA and Texas Department of Aging and Disability Services.
- ◆ Provide timely allocation of funds and reimbursement to Wise County Committee on Aging for allowable nutrition and transportation services, per the terms of its contract.
- ◆ Conduct required fiscal and programmatic monitoring to enhance program efficiency and compliance with local, state, and federal regulations.
- ◆ Develop a strategic plan that identifies most critical needs of county's older persons and prioritizes services, based on identified needs.
- ◆ Coordinate service delivery with local providers to create and maintain comprehensive network of health and social services for older Wise County residents and their family caregivers.

**Wise County agrees to:**

- ◆ Reimburse the NCTAAA in the amount of \$3,568, as its proportionate share of the NCTAAA's match requirement. Such reimbursement shall be made to the NCTAAA no later than May 30, 2016.
- ◆ Request technical assistance from the NCTAAA as needed.

**Period of Performance:**

This Memorandum of Understanding between the North Central Texas Council of Governments' Area Agency on Aging and Wise County shall be in effect from October 1, 2015 through September 30, 2016.

FOR: NORTH CENTRAL TEXAS  
COUNCIL OF GOVERNMENTS

WISE COUNTY

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Hg

# **FULLY EXECUTED**

**August 10, 2015**

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

- 1. DPS Interlocal Cooperation Contract**
- 2. Texas Soil and Water Conservation Board Cooperative Agreement**
- 3. Air Evac**
- 4. NetData Cloud System Service**

**INTERLOCAL COOPERATION CONTRACT  
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

**I. CONTRACTING PARTIES**

The Receiving Agency: Wise County A Hornoy

Complete Address: 101 N Trinity Wise County Courthouse Ste 300  
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety Decatur TX 76234

**II. STATEMENT OF SERVICE TO BE PERFORMED:**

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

**III. BASIS FOR CALCULATING COSTS:**

Cost shall be in accordance with the attached document (revised price sheet).

**IV. PAYMENT FOR SUPPLIES:**

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

**V. TERMS OF CONTRACT:**

This Contract shall become effective September 1, 2015 and shall terminate on August 31, 2017.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

Wise County  
Name of Agency

By: [Signature]  
Authorized Signature

County Judge  
Title

Date: 7-13-15

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY  
Name of Agency

By: [Signature]  
Authorized Signature

DAD  
Title

Date: 7/21/15

14g.

**COOPERATIVE AGREEMENT**

THIS CONTRACT AND AGREEMENT is entered into by and between the parties shown below, pursuant to the authority granted and in compliance with the provisions of: Title 7, Chapter §201, Agriculture Code of Texas, and Title 31, Part 17, Chapter 529, Texas Administrative Code.

**I. Contracting Parties:**

This Agreement is made and entered into by and between the *Texas State Soil and Water Conservation Board*, hereinafter referred to as "RECEIVING AGENCY" whose principal place of business is located at 4311 South 31st Street Suite 125, Temple, Texas 76502 and the *Wise County* hereinafter referred to as "PERFORMING AGENCY" whose principal place of business is located at P. O. Box 899 Decatur, Texas 76234 with reference to the following facts:

**II. Scope of Work:**

- a. The PERFORMING AGENCY shall complete all structural repair activities on flood control dam as follows in Table 1:

**Table 1.**

National Inventory of Dams Identification Number	Flood Control Dam Common Name	Structural Repair Activity to be Performed
TX01536	Denton Creek FP site #17	Installation of armored plating to dam embankment to prevent/repair wave erosion; Repair of major auxiliary spillway erosion from storm damage.

- b. The PERFORMING AGENCY agrees to complete the structural repair activities listed in Table 1 in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.
- c. The PERFORMING AGENCY agrees to perform all activities within Table 1 in accordance with the "Consideration/Price" specified in Section IV of this cooperative agreement.
- d. The PERFORMING AGENCY agrees to perform all activities within Table 1 in accordance with engineering plans and design specifications provided to the PERFORMING AGENCY by the USDA NRCS. All deviations from the engineering design specifications require approval by the USDA NRCS prior to initiating work.

- e. Upon completion of structural repair activities specified in Table 1, unexpended funds obligated within this cooperative agreement may be used by the PERFORMING AGENCY to conduct operation and maintenance activities as defined by Texas Administrative Code, Title 31, Part 17, Chapter 529. Utilizing unexpended funds from this cooperative agreement for operation and maintenance activities requires prior approval of the RECEIVING AGENCY.

### III. Deliverables:

The PERFORMING AGENCY agrees to submit all deliverables as specified or indicated in the "Scope of Work".

### IV. Consideration/Price:

- a. The RECEIVING AGENCY shall provide the PERFORMING AGENCY reimbursement for approved work at the rates set herein for labor, material, and/or completion of work not to exceed a **maximum amount of \$222,948.00**. Of this amount, \$10,617.00 is included for administrative costs of PERFORMING AGENCY, and \$212,331.00 has been included to provide 95% of the costs of construction activities. The PERFORMING AGENCY shall successfully complete the services specified in Section II "Scope of Work" in accordance with contract requirements and within the ceiling price and budget as specified.
- b. Project Budget
  - 1. Flood Control Dam – TX01536, Denton Creek FP site #17
    - a. Not more than \$212,331.00 may be expended for construction activities without prior approval by the RECEIVING AGENCY.
  - 2. Not more than \$10,617.00 may be expended for administrative costs of PERFORMING AGENCY.
- c. The PERFORMING AGENCY's payment requests must comply with the RECEIVING AGENCY invoice processing procedures. **A quarterly invoice and progress report must be completed for the end of each state fiscal quarter – November, February, May, and August – and submitted within 30 days after the end of each quarter. Payment may be withheld by RECEIVING AGENCY until invoice and progress reports are approved.**
- d. The RECEIVING AGENCY may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement.

**V. Term of Contract:**

This service shall be effective upon the signature of RECEIVING AGENCY and shall expire on July 31, 2017. Contract may be extended, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

**VI. Other Administrative Terms:**

- a. This contract is subject to cancellation, without penalty, either whole or in part, if funds are not appropriated by the Texas Legislature.
- b. Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If the performing agency receives a request for open records relating to the project, the performing agency will immediately provide a copy of that request to the receiving agency.
- c. The PERFORMING AGENCY hereby assigns to RECEIVING AGENCY, any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Business and Commercial Code, Section 15.01, et. seq. (1967).
- d. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the RECEIVING AGENCY and the PERFORMING AGENCY to resolve all disputes arising under this contract.
- e. As appropriate the PERFORMING AGENCY will, to the extent allowed by the laws and Constitution of the State of Texas, indemnify, defend and hold harmless the RECEIVING AGENCY against any action or claim brought against the RECEIVING AGENCY that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. PERFORMING AGENCY will pay any damages attributable to such claim that are awarded against the RECEIVING AGENCY in a judgment or settlement. If RECEIVING AGENCY's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of RECEIVING AGENCY, PERFORMING AGENCY shall, at its sole expense (1) procure for RECEIVING AGENCY the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.
- f. The PERFORMING AGENCY possesses or will acquire all land rights, easements, licenses, or right-of-ways as will be needed in connection with accomplishing the work outlined in the "Scope of Work".

- g. PERFORMING AGENCY shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers, compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, PERFORMING AGENCY shall furnish RECEIVING AGENCY with satisfactory proof of its compliance. The PERFORMING AGENCY shall be responsible for damage to RECEIVING AGENCY's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. The PERFORMING AGENCY shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for RECEIVING AGENCY under this Contract. The PERFORMING AGENCY shall provide all labor and equipment necessary to furnish the goods or perform the service. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the PERFORMING AGENCY under this Contract. PERFORMING AGENCY's liability under this section shall be limited to that authorized by the laws and Constitution of the State of Texas.
- h. The PERFORMING AGENCY shall not assign or subcontract the whole or any part of the contract without RECEIVING AGENCY's prior written consent. The PERFORMING AGENCY may assign its right to receive payment to such third parties as the contractor may desire without the prior written consent of the RECEIVING AGENCY, provided that PERFORMING AGENCY gives written notice (including evidence of such assignment) to the state thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
- i. To the extent allowed by the laws and Constitution of the State of Texas, the PERFORMING AGENCY shall defend, indemnify, and hold harmless the RECEIVING AGENCY, its officers, and employees and contractors from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of PERFORMING AGENCY or any agent, employee, subcontractor, or supplier of PERFORMING AGENCY in the execution or performance of this contract.
- j. PERFORMING AGENCY shall procure and maintain at its expense during the term of the contract or any extensions thereof, workers compensation and liability insurance as appropriate.
- k. If the PERFORMING AGENCY defaults on the contract, RECEIVING AGENCY reserves the right to cancel the contract without notice and re-award the contract to the next best responsive and responsible respondent. The defaulting PERFORMING AGENCY will not be considered in the re-award and may not be considered in future awards for the same type of work, unless the specification or scope of work is significantly changed. The period of suspension will be determined by the RECEIVING AGENCY based on the seriousness of the default.

- l. PERFORMING AGENCY understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, agency name or any successor agency, to conduct an audit or investigation in connection with those funds. PERFORMING AGENCY further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. PERFORMING AGENCY shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING AGENCY and the requirement to cooperate is included in any subcontract it awards.
- m. RECEIVING AGENCY may grant relief from performance of the contract if the PERFORMING AGENCY is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the PERFORMING AGENCY. The burden of proof for the need of such relief shall rest upon the PERFORMING AGENCY. To obtain release based on force majeure, the PERFORMING AGENCY shall file a written request with RECEIVING AGENCY.
- n. To the extent allowed by Texas law the PERFORMING AGENCY will not disclose any information to which it is privy under this Contract without the prior consent of the RECEIVING AGENCY. PERFORMING AGENCY will indemnify and hold harmless the RECEIVING AGENCY, its officers and employees for any claims or damages that arise from the disclosure by PERFORMING AGENCY or its contractors of information held by the State of Texas.
- o. Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the RECEIVING AGENCY by the PERFORMING AGENCY upon completion, termination, or cancellation of this contract. RECEIVING AGENCY may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of RECEIVING AGENCY. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.
- p. This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
- q. RECEIVING AGENCY reserves the right to terminate the contract at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the PERFORMING AGENCY shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. RECEIVING

AGENCY name shall be liable for payments limited only to the portion of work authorized by RECEIVING AGENCY in writing and completed prior to the effective date of cancellation, provided that RECEIVING AGENCY shall not be liable for any work performed that is not acceptable to RECEIVING AGENCY and/or does not meet contract requirements. All work products produced by the PERFORMING AGENCY and paid for by RECEIVING AGENCY shall become the property of RECEIVING AGENCY and shall be tendered upon request.

- r. Substitutions are not permitted without the written approval of RECEIVING AGENCY.
- s. PERFORMING AGENCY represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- t. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of RECEIVING AGENCY.
- u. As appropriate the PERFORMING AGENCY expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments.

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies of materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

Texas State Soil and Water  
Conservation Board

Wise County

By: 

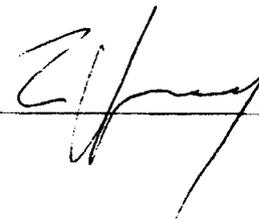
By: 

FOR: REX ISOM,  
Title: Executive **EXECUTIVE DIRECTOR**

Title: County Judge

Date: JUL 21 2015

Date: 7/14/15

Approved By: 



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:**

- 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.
- 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.
- 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
<u>433</u>	1 Year Participant(s) . . . . .	\$ 45.00	<u>\$19485.00</u>
		<b>Total</b>	<b><u>\$19485.00</u></b>

**General Provisions:**

- 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.
- 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.
- 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.



P.O. Box 948 West Plains, MO 65775

Initial JDC



### 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.

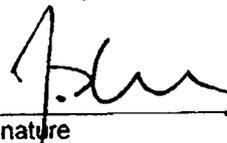


P.O. Box 948 West Plains, MO 65775

Page 2 of 3

Initial JDC

Agreed to by:

  
\_\_\_\_\_  
Signature

JD Clark  
\_\_\_\_\_  
Printed Name

County Judge  
\_\_\_\_\_  
Title

Wise County  
\_\_\_\_\_  
Organization Name

7-27-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Keith Hovey  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

Membership  
\_\_\_\_\_  
Division

7/29/15  
\_\_\_\_\_  
Date

THE STATE OF TEXAS  
COUNTY OF HOPKINS

This agreement is made and entered into on this the 13th day of July by and between NET Data, with its principal place of business in Sulphur Springs, Texas and Wise County (hereinafter referred to as "CLIENT"), with its principal place of business in Decatur, Texas.

This agreement will supersede all previous written and oral agreements between NET Data and CLIENT.

**DEFINITIONS:**

"Cloud Computing" is the delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices over a network.

The term "Services" in this Agreement shall mean the NET Data Cloud System Service and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection ("Documentation") with the Service.

**1. TERM**

This Agreement is effective from the date on which it is accepted by NET Data ("Effective Date"). This agreement shall remain in effect for a period of Thirty six (36) months. The Thirty-Six (36) month calendar will begin on Oct 1<sup>st</sup>, 2015.

**2. TERMINATION OF SERVICE**

The Service offered hereunder may be terminated by NET Data if CLIENT defaults in payment of any amount due under this Agreement for a period of ten (10) business days after notice of default, or may be canceled at any time upon breach by the CLIENT of any other covenant of this Agreement if such breach is not corrected within thirty-one (31) business days after receipt of written notice thereof. CLIENT's obligation to pay charges which have accrued and damages arising from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

Upon termination, NET Data may immediately discontinue CLIENT access to the Service and all Documentation provided CLIENT shall be returned to NET Data. CLIENT HEREBY WAIVES CLAIMS FOR DAMAGE ARISING FROM ANY SUCH RIGHTFUL TERMINATION BY NET Data UNDER THIS PROVISION.

**3. WARRANTY**

NET Data warrants that it has the right to market, distribute, support and maintain Services and that Services are warranted to conform to the operating specifications as outlined in the Documentation. CLIENT agrees that its SOLE AND EXCLUSIVE REMEDY for a breach of this Warranty is for NET Data to correct any error, malfunction or defect if the Services warranted hereunder fails to conform to the applicable operating specifications and CLIENT advises NET Data of such failure in writing. If after reasonable attempts, NET Data is unable to correct the error, malfunction, or defect, CLIENT shall be entitled to terminate this Agreement. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Services as set forth in the applicable software documentation issued by NET Data.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

#### **4. LIMITATION OF LIABILITY**

NEITHER PARTY WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE OR BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR DAMAGES OR LOSS HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S ACTIONS WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT. IN NO EVENT WILL NET DATA BE LIABLE FOR ANY DAMAGES CAUSE BY THE CLIENT'S FAILURE TO PERFORM THE CLIENT'S RESPONSIBILITIES.

#### **5. SUPPORT**

NET Data will provide complete Services support as outlined in the attached CLOUD SERVICES SUPPORT ADDENDUM TERMS AND CONDITIONS, incorporated herein by reference.

#### **6. CLIENT DATA**

CLIENT will have full access to their data via the NET Data application software. CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information. The CLIENT shall not attempt to access other areas outside their NET Data application on NET Data's server.

NET Data retains all rights to customizations developed by NET Data or GHS to the Service.

CLIENT shall retain ownership in and all rights to CLIENTS data stored in the Services provided by NET Data. Upon request by CLIENT made within 60 days of the effective date of termination of this Agreement, NET Data shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format, with all work hereunder to be invoiced to CLIENT subject to a mutually approved scope of work. After 60 days, NET Data will have no obligation to maintain or provide any Client Data and shall, unless legally prohibited, delete all Client Data in NET Data's possession or control.

#### **7. CONFIDENTIALITY & PROPRIETARY INFORMATION**

Each party acknowledges that it and its employees or agents may be exposed to or acquire information that is proprietary or confidential to the other party. Each party shall hold such information in strict confidence and shall not disclose any such information to any third party. "Confidential Information" means all technical and non-technical information including but not limited to: CLIENT Data, Services, Documentation, financial and marketing information, other proprietary information, and information disclosed by a party that was marked or should have reasonably been regarded as confidential, regardless of whether such information would be protected under the common law.

CLIENT specifically acknowledges NET Data's statement that the Services and related software are the exclusive property of NET Data, constitutes trade secrets of NET Data, and agrees to protect the Services or any part thereof from unauthorized use or disclosure by its agents, consultants, contracted personnel, employees, CLIENT, or successors. CLIENT agrees to reproduce and include NET Data's proprietary,

copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Services and Documentation. In the event the License granted hereunder is terminated, the above obligations of CLIENT with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

NET Data and CLIENT further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

#### **8. GENERAL**

Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System or any materials supplied by Licensor in connection with System. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.

Neither CLIENT nor NET Data are responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the event of nonpayment, more than two years from the date of the last payment. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Texas both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Texas. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

#### **9. THIRD PARTY APPLICATIONS EXCLUSION**

The CLIENT understands and accepts that the NET Data Cloud System Service provided in this agreement is for licensed NET Data and GHS applications only.

#### **10. CONSIDERATION**

The price of NET Data's CLOUD SYSTEM SERVICE shall be a one time charge of ~~\$7,000~~ to be due on January 1<sup>st</sup>, 2016. Additionally, annual charges will be due as follows. A sum of ~~\$9,000~~ due on October 1<sup>st</sup>, 2015. A sum of ~~\$10,000~~ due on October 1<sup>st</sup>, 2016. A sum of ~~\$11,000~~ due on October 1<sup>st</sup>, 2017. This contract shall be in effect from October 1<sup>st</sup>, 2015 through September 30<sup>th</sup>, 2018. This contract is subject to cancellation, without penalty, either in whole or in part, due to the non-appropriations of funds.

#### **11. VENUE.**

Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this agreement, such litigation must be brought in Wise County.

NET Data

By:  \_\_\_\_\_

President - NET Data

CLIENT

By:  \_\_\_\_\_

Wise County Judge

**NET Data**  
**HOSTING SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS**

The purpose of this Service Level Agreement ("SLA") is to define service levels and operational specifications that NET Data will provide to Client. "Critical Hours" means 8:00 a.m. to 5:00 p.m. CST five days per week.

**SERVICE LEVELS**

**1. Hosting Obligations.**

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company's dealing with like data; and
- NET Data shall provide adequate firewall protection as is customary in the industry for company's dealing with like data in order to secure Client Data and other Confidential Information of CLIENT and users of the Services from unauthorized access by third parties.

**2. System Availability.**

NET Data shall use reasonable best efforts to maintain the following system availability:

- For any consecutive thirty (30) day period, the system within scope will be fully operational, available, and capable of supporting CLIENT's workload at a 99.5% availability level except for Scheduled Service Outages as specified.
- "Scheduled Service Outages" shall be performed during the hours of 5:00 p.m. to 8:00 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose.
- System is "available" when the servers are operational and capable of serving Users, independent of any CLIENT's network links outside our control.

**3. Exclusions**

NET Data is not to be held responsible for any Service or system failures during any period of time in which any of the following "Exclusions" exist:

- CLIENT Resource Problems – there are problems resulting from CLIENT resources not under NET Data management.
- Failure of any hardware not under NET Data's management (customer PC's, portage boxes, etc.)
- Scheduled Maintenance – Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.
- Network Changes – Changes made by CLIENT to the networking environment that were not communicated to or approved by NET Data.
- Force Majeure – Problems resulting from a Force Majeure Event.
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET Data and approved by CLIENT to implement changes in applications, environments, conversions or system software.
- CLIENT Actions – Problems resulting from actions or inactions of CLIENT contrary to the NET Data's reasonable recommendations.
- CLIENT Responsibilities – Problems resulting from any failure by CLIENT to fulfill its responsibilities or obligations.
- Internet Connectivity Loss – Loss of Internet connectivity to CLIENT site for any reason.
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the CLIENT.

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# **CANCELLATIONS**

**August 10, 2015**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Fleeteyes-EMS effective 10/1/2015**

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# **RENEWALS**

**August 10, 2015**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Dustin Copier-JP3, JP1, EMS**
- 2. Copsync**