



## 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 East Wise Fire Department, hereinafter referred to as the Organization, is adopted for said compliance.

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

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

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

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

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

\_\_\_\_\_  
Wise County Judge

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

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

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

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

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

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

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

32g

# **AFIX Technologies, Inc.**

# **INVOICE**

**BILL TO:**  
 Wise County  
 Accounts Payable  
 P. O. Box 899  
 Decatur, TX 76234

**SHIP TO:**  
 Wise County Sheriff's Office  
 Attn: Heinrich Downes  
 200 Rook Ramsey Drive  
 Decatur, TX 76234

Invoice Information				
Sales Person	Purchase Order Number	Invoice Number	Invoice Date	Order Date
Susan Amick	User Fee Agreement letter	161001-01	September 8, 2016	April 1, 2014

Terms: Payable upon receipt. Remit to address below. All past due balances will be subject to an 18% annual service charge or 1.5% of the outstanding balance per month.

Line	Qty	Product Description	Unit Price	Total Price
1	1	AFIX Tracker v.6.1 Automated Fingerprint & Palm Print Identification System (\$7,200 Yearly payment for period of Oct. 1, 2016 – Sept. 30, 2017 per User Fee Agreement dated April 1, 2014)	\$7,200.00	\$7,200.00
	1	AFIX Tracker 1 year Support Plan	Included	Included

\*Purchaser responsible for any and all applicable Federal, State, and/or local taxes or assessments.

<b>Subtotal:</b>	<b>\$7,200.00</b>
<b>Tax: *</b>	
<b>TOTAL DUE:</b>	<b>\$7,200.00</b>

**THANK YOU FOR YOUR BUSINESS!**  
 Please contact our office at (620) 232-6420 with any questions or concerns.  
 AFIX Technologies, Inc., 205 N. Walnut, Pittsburg, KS 66762  
 Office: 620.232.6420 - Fax: 620.232.2606 - [www.afix.net](http://www.afix.net)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
AFIX Technologies, Inc.  
Pittsburg, KS United States

Certificate Number:  
2016-109599

Date Filed:  
09/08/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County Sheriff's Department

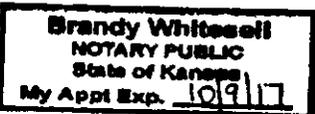
Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Renewal FY17  
AFIX Tracker User Fee Renewal

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

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

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



Carol S. Gee  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carol Gee, this the 8<sup>th</sup> day of Sept., 2016, to certify which, witness my hand and seal of office.

Brandy Whitesell      Brandy Whitesell      Director of Client Services  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

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# ProCare



Sales Rep Name: Heidi McGregor  
ProCare Service Rep: Donn Duren

3800 E. Centre Ave  
Portage, MI 49009

Date: 8/26/2016  
ID #: 160826142914

### PRO CARE PROGRAMS

Account Number: 1172079  
Account Name: Wise County EMS  
Account Address: 1101 W Rose Ave  
City, State Zip: Decatur, TX 76234

Name:  
Title:  
Phone:  
Email:

### PRO CARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Annual Price	Total
1	6390	Power-LOAD	EMS Protect	2	1	\$3,182.00	\$3,182.00
2	6500	Power-PRO XT	EMS Protect +	8	1	\$10,544.00	\$10,544.00
3	6506	Power-PRO XT	EMS PM Only	1	1	\$249.00	\$249.00
4	6390	Power-LOAD	EMS PM Only	1	1	\$398.00	\$398.00

### PRO CARE INCLUDES:

**EMS Protect:**  
Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

**EMS Protect +:**  
Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, SMRT battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

**EMS PM Only:**  
Includes Preventative Maintenance Only

**Maintenance Inspection-Past Useful Life**  
This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

	ProCare Total	\$14,373.00
	Discount	15%
	<b>FINAL TOTAL</b>	<b>\$12,217.05</b>

Start Date: 10/1/2016  
End Date: 9/30/2017

Stacy Cochansparger 9/8/16  
Stryker Signature Date

[Signature] 9-12-16  
Customer Signature Date

none  
Purchase Order Number (MUST INCLUDE HARD COPY)

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.  
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.  
\*\*Quote pricing valid for 30 days.

Item No.	Model	Serial Number
1	6390	150141265
2	6390	150141266
3	6500	051239746
4	6500	060540042
5	6500	060540043
6	6500	070841471
7	6500	080139598
8	6500	081139551
9	6500	090740298
10	6500	110540116
11	6506	160740445
12	6390	160641270

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, a division of Stryker Corporation, hereinafter referred to as Stryker, and Wise County EMS, hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless canceled or modified by either party according to the following terms and conditions.

**1. COVERAGE AND TERM**

The product service plan coverage, term, start date, and price of the Service Plan appear on the Service Agreement attached and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the "Equipment").

**2. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

**3. INSPECTION SCHEDULING**

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

**4. INSPECTION ACTIVITY**

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

**5. SERVICE INVOICING**

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, your payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and/or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

**6. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

**7. INITIAL INSPECTION**

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

**8. OPERATION MAINTENANCE**

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

## 9. SERVICE PLAN WARRANTY AND LIMITATIONS

During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinabove described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed, or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker.

## 10. WAIVER EXCLUSIONS

No failure to exercise, and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

## 11. LIMITATION OF LIABILITY

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the sole negligence of Stryker as determined by a court of law.

## 12. TERMINATION

The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

## 13. FORCE MAJEURE

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

## 14. INDEMNIFICATION

Stryker shall indemnify and hold Customer harmless from any loss, damage, cost or expense that Customer may incur by reason of or arising out of (1) any injury (including death) to any person arising from Stryker's providing services pursuant to this Agreement, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence or willful misconduct or omissions by Stryker or Stryker's employees, agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified, altered or repaired by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.

#### 15. INSURANCE REQUIREMENTS

Stryker shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of \$1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program crafted by Stryker and reasonably accepted by Customer.

#### 16. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

#### 17. COMPLIANCE

To the extent required by law the following provision applies: Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

#### 18. HIPAA

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent Stryker in the future becomes a business associate of Customer, the parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

#### 19. ASSIGNMENT

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.

#### 20. 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.

#### 21. GOVERNING LAW

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-109203

Date Filed:  
09/07/2016

Date Acknowledged:

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

Stryker Medical  
Portage , MI United States

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

Wise County

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

1608261429214  
EMS Equipment and service contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stryker Medical	Portage , MI United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the 8 day of August, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of officer administering oath

Irina Belov notary public  
Printed name of officer administering oath Title of officer administering oath



32g

MARATHON ENGINEERING CORPORATION  
5615 2<sup>nd</sup> STREET WEST  
LEHIGH ACRES, FL 33971  
PH: (239) 303-7378 FX: (239) 303-7364

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QUOTE #2016-1021

AUGUST 1, 2016

**PROJECT QUOTE:** WISE COUNTY JAIL -- AUGUST 2016 REPAIR

**SECTION:** Safety Padding Repair

**PROJECT LOCATION:** DECATUR, TX

**CONTACT:** RICK DENNEY  
EMAIL: [denneyr@sheriff.co.wise.tx.us](mailto:denneyr@sheriff.co.wise.tx.us)

**SCOPE OF WORK:** Provide materials, labor and one mobilization in order to replace an approximate 1' x 1.5' area of damaged padding on the wall in Padded Cell #1 in the booking area of the jail. The rest of the cell will be re-sanded and re-painted. Please note, top coat sealer may not be an exact match to existing top coat currently in the facility. Pricing is valid for 60 days from date on quote. Any applicable permits/license fees and applications are not included and will be completed by others.

**PRICE:** \*\*\*Four thousand two hundred sixty nine dollars (\$4,269) \*\*\*

**PAYMENT DISCOUNT:** Marathon Engineering Corporation offers a 9.25% (\$394.89) discount for payment in full at the time of contract issuance.

**PAYMENT TERMS & CONDITIONS:**

1. Pricing is derived from the dimensions and the Scope of Work that is expressively listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR 50% IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE, WE ARE CURRENTLY 45-60 DAYS OUT FOR SCHEDULING FROM DATE OF CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
5. Pricing excludes any payment or performance bonding.
6. Pricing DOES NOT INCLUDE prevailing wages.

**EXPIRATION:** This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing. Please do not hesitate to contact me with any questions or if I can be of any assistance. I can be reached at our offices at (239) 303-7378 or via email at [ghrunka@earthlink.net](mailto:ghrunka@earthlink.net).

Thank you once again for your consideration.

Sincerely,

George Mrunka, President & CEO

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-108533

Date Filed:  
09/06/2016

Date Acknowledged:

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

marathon engineering corporation  
lehigh acres, FL United States

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

Wise County

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

2016-1021  
safety padded cell repairs at the wise county jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
marathon engineering corporation	lehigh acres, FL United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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

*Shannon Sadur*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Shannon Sadur - Controller, this the 7 day of Sept, 2016, to certify which, witness my hand and seal of office,

*[Signature]*

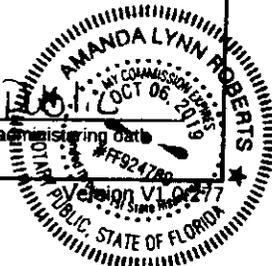
Signature of officer administering oath

*Amanda Roberts*

Printed name of officer administering oath

Notary Public

Title of officer administering oath



329 ,

**AGREEMENT**

**THE STATE OF TEXAS §**

**COUNTY OF WISE §**

**FY 2016-2017**

**THIS AGREEMENT**, made and entered into by and between **COURT APPOINTED SPECIAL ADVOCATES OF WISE COUNTY, INC.**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **CASA** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

**WITNESSETH**

**WHEREAS**, **CASA** provides services to assist the **WISE COUNTY** courts in providing for the best interests of the children in child abuse matters; and

**WHEREAS**, The Wise County Commissioners Court hereby finds that the programs and efforts of **CASA** benefit the citizens of **WISE COUNTY**, particularly children in need of such services;

**NOW THEREFORE**, **COUNTY** and **CASA** hereby agree as follows:

**I.**

**CASA** agrees to continue to providing such public services already being provided to the courts and the children of **WISE COUNTY**.

**II.**

For the public services provided above, the **COUNTY** shall provide **CASA** a lump sum not to exceed **\$54,000** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2016 and ending on September 30, 2017.

**III.**

**CASA agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.**

**IV.**

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

V.

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

VI.

CASA agrees to provide COUNTY all records relating to the programs performed by CASA upon written request of COUNTY and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. CASA shall yearly provide THE COUNTY all documentation related to their continued status as a 501C Organization.

VII.

If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

DATED to be effective this the 1<sup>st</sup> day of October, 2016

COURT APPOINTED SPECIAL ADVOCATES OF WISE COUNTY



WISE COUNTY TEXAS

  
Wise County Judge

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2016-106660

Date Filed:  
 08/31/2016

Date Acknowledged:

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

CASA of Wise and Jack Counties  
 Decatur, TX United States

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

Wise County

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

CASA Agreement  
 Funding from the County to support the operations of CASA services

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

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

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

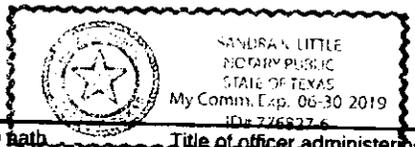
*Serene Smith*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Serene Smith, this the 31<sup>st</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*Sandra Kay Little*  
 Signature of officer administering oath

SANDRA Kay Little  
 Printed name of officer administering oath



Title of officer administering oath



# R-13 Service Agreement Renewal Notice



10000 E. Highway 100  
Suite 100  
Dallas, TX 75241  
www.appriss.com

**DATE:** August 1, 2016  
**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, 2016  
**SERVICE AGREEMENT RENEWAL TERM:** 12 Months  
**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2017

**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-13 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

8/01/2016  
Date

Thomas R. Seigle  
President

CUSTOMER BY:

Signature

9-12-16  
Date

County Judge JD Clark  
Title Name

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Appriss Inc.  
Louisville, KY United States

**Certificate Number:**  
2016-108115

**Date Filed:**  
09/06/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County Sheriff's Office

**Date Acknowledged:**

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

EXH R-13 Maint. Renewal FY17  
TX Statewide Automated Victim Notification System (SAVNS) an anonymous telephone service that gives victims of crime information and notification about offender custody status and related court cases.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parekh, Deven	Louisville, KY United States	X	
	Swift, James	Louisville, KY United States	X	
	Agarwal, Anika	Louisville, KY United States	X	
	Menzies, Euan	Louisville, KY United States	X	
	Sastry, Krish	Louisville, KY United States	X	
	Cohen, Rob	Louisville, KY United States	X	
	Byal, Jeff	Louisville, KY United States	X	
	Hensley, Rusty	Louisville, KY United States	X	
	Wolin, Neal	Louisville, KY United States	X	
	Davis, Michael	Louisville, KY United States	X	
	Appriss Inc.	Louisville, KY United States	X	



329

### Wise County, Tx

#### Group Membership Agreement Extension Plan Year 10/01 - 09/30

This agreement is by and between CareFlite, a 501(c)3 non-profit Texas Corporation and the County of Wise, Texas is effective on the first day of October, 2016.

*Whereas; CareFlite is authorized by the State of Texas to offer Air Ambulance Memberships in Wise County, Texas, and*

*Whereas; Wise County desires to extend the current contract that provides a CareFlite Air Ambulance Membership for each of its personnel as defined below for the coming year;*

*Therefore; the parties agree as follows:*

Wise County agrees to extend the current contract which expires September 30, 2016. The extension will provide a CareFlite Ambulance Membership for each of its employees and officials at a cost of \$12 per employee or official for the plan year shown above. Wise County agrees to pay the total sum of \$12 times the number of employees and officials on or before October 31, 2016 in order to comply with the State regulations governing membership programs. All other terms and conditions of the original contract between CareFlite and Wise County will remain in effect throughout this extension. As of the date of this extension agreement, Wise County has a total of 406 personnel to be covered.

This agreement shall automatically renew annually unless either party shall give the other written notice on or before July 31st of each year.

Each membership covers the entire household provided the other family members are listed on the application. If an employee does not fill out an application and turn it in, they are not a member. New applications are not required for renewing personnel who already participate in this program unless there are changes to their household. Medicaid recipients are not permitted to enroll in this program.

By their signature below, the individuals signing represent that they have the authority to enter this agreement and that their respective organizations intend to be bound by the terms herein. A fax copy shall have the same force and effect as an original document.

CAREFLITE

WISE COUNTY, TEXAS

James C. Swartz 09/06/2016  
James C. Swartz Date  
President & CEO

The Honorable JD Clark 9-12-16  
County Judge Date



32g.

**AGREEMENT**

**THE STATE OF TEXAS §  
  §  
COUNTY OF WISE §**

**FY 2016-2017**

**THIS AGREEMENT**, made and entered into by and between **WISE HOPE SHELTER AND CRISIS CENTER**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE CENTER** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

**WITNESSETH**

**WHEREAS, THE CENTER** provides safe and dependable services and to the citizens of **WISE COUNTY**; that are physically, emotionally, or sexually abused partners, former partners or other family or household members,

**WHEREAS,** The Wise County Commissioners Court hereby finds that the programs and efforts of **THE CENTER** benefit the citizens of **WISE COUNTY**, in need of such services:

**NOW THEREFORE, COUNTY** and **THE CENTER** hereby agree as follows:

**I.**

**THE CENTER** agrees to continue to providing such public services already being provided to the citizens of **WISE COUNTY**.

**II.**

For the public services provided above, the **COUNTY** shall provide **THE CENTER** a lump sum not to exceed **\$45,000** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2016 and ending on September 30, 2017.

**III.**

**THE CENTER agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.**

**IV.**

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

V.

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

VI.

**THE CENTER** agrees to provide **COUNTY** all records relating to the programs performed by **THE CENTER** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. **THE CENTER** shall yearly provide **THE COUNTY** all documentation related to their continued status as a **501C Organization**.

VII.

If any term in this agreement shall be found to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

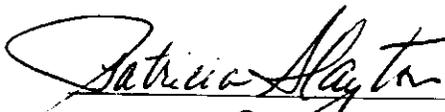
The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

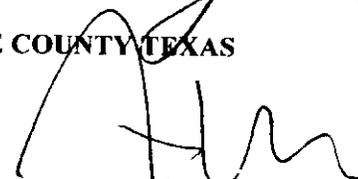
This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

**DATED** to be effective this the 1<sup>st</sup> day of October, 2016

**WISE HOPE SHELTER AND CRISIS CENTER**

  
\_\_\_\_\_

**WISE COUNTY TEXAS**

  
\_\_\_\_\_

**Wise County Judge**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-106360

Date Filed:  
08/30/2016

Date Acknowledged:

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

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

Wise County Domestic Violence Task Force dba Wise Hope Shelter and Crisis Center  
Decatur, TX United States

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

Wise County

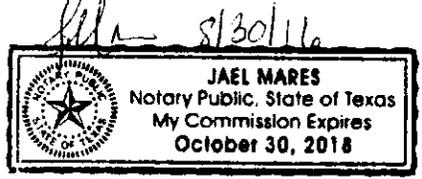
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

FY 2016-2017  
Public Services to victims of domestic violence and sexual assault

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Slayton, Patricia	Decatur, TX United States	X	

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

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



*Patricia Slayton*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said PAT SLAYTON, this the 30<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

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

32g.

**AGREEMENT**

THE STATE OF TEXAS §  
  §  
COUNTY OF WISE           §

FY 2016-2017

**THIS AGREEMENT**, made and entered into by and between **WISE COUNTY COUNCIL ON ALCOHOL AND DRUG ABUSE**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE COUNCIL** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

**WITNESSETH**

**WHEREAS. THE COUNCIL** provides alcohol and drug abuse services and programs within the **WISE COUNTY** Area

**WHEREAS**, The Wise County Commissioners Court hereby finds that the programs and efforts of **THE COUNCIL** benefits the citizens of **WISE COUNTY**;

**NOW THEREFORE, COUNTY** and **THE COUNCIL** hereby agree as follows:

**I.**

**THE COUNCIL** agrees to continue to providing such public services already being provided by to the citizens of **WISE COUNTY**.

**II.**

For the services provided above, the **COUNTY** shall provide **THE COUNCIL** a lump sum not to exceed **\$72,500** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2016 and ending on September 30, 2017.

**III.**

**THE COUNCIL agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.**

**IV.**

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

**V.**

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

**VI.**

**THE COUNCIL** agrees to provide **COUNTY** all records relating to the programs performed by **THE COUNCIL** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. **THE COUNCIL** shall yearly provide **THE COUNTY** all documentation related to their continued status as a **501C Organization**.

**VII.**

If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.

**VIII.**

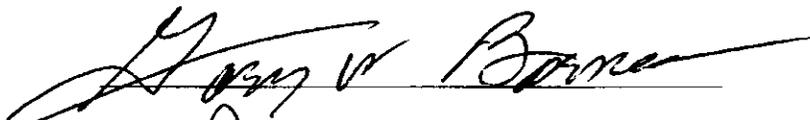
The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**IX.**

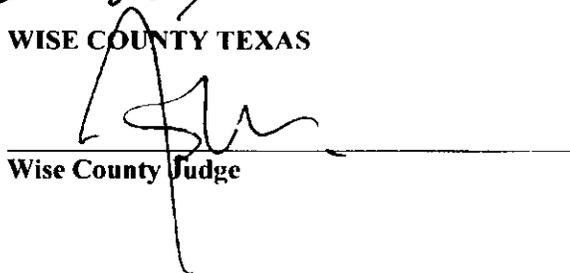
This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

**DATED** to be effective this the 1<sup>st</sup> day of October, 2016

**WISE COUNTY COUNCIL ON ALCOHOL AND DRUG ABUSE**



**WISE COUNTY TEXAS**



**Wise County Judge**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-105970

Date Filed:  
08/30/2016

Date Acknowledged:

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

Wise County Council on Alcohol and Drug Abuse  
Decatur, TX United States

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

Wise County Asset Control Office

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

2016-105780

provide alcohol and drug services to citizens of Wise County, Texas to benefit Wise County citizens.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
House, Jeremy	Decatur, TX United States		X
Gregg, Rosalie	Decatur, TX United States		X
Heberlin, Chuck	Decatur, TX United States		X
Reeves, Dwight	Decatur, TX United States		X

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

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

*Gary W. Barnes*  
Signature of authorized agent of contracting business entity

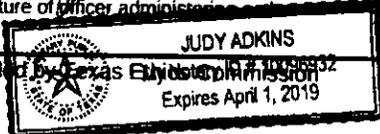
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W Barnes, this the 30<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*Judy Adkins*  
Signature of officer administering oath

Judy Adkins  
Printed name of officer administering oath

Notary  
Title of officer administering oath



32g

**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 1497 Country View Lane, Temple, Texas 76501, and Wise County, hereinafter referred to as "PERFORMING AGENCY" whose principal place of business is located at P. O. Box 393 Decatur, TX 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.**

<b>National Inventory of Dams Identification Number</b>	<b>Flood Control Dam Common Name</b>	<b>Structural Repair Activity to be Performed</b>
TX01524	Denton Creek Watershed Site 16	PERFORMING AGENCY costs for construction related to Repair of the dam according to USDA-NRCS approved plans and specifications.
TX01509	Denton Creek Watershed Site 23A	
TX01510	Denton Creek Watershed Site 23B	
TX01473	Denton Creek Watershed Site 26	

- 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. Federal Provisions. This Agreement is funded wholly or in part by a Project Agreement from the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter termed NRCS. Neither the United States nor the NRCS nor Texas State Soil and Water Conservation Board nor any of its employees is a party to this Agreement or to any lower tier Agreement. This Agreement is subject to as applicable: (1) Federal Regulations contained in 2 Code of Federal Regulations hereinafter termed CFR, Parts 25, 170, 180, 182, 200, 175, 417, 418, 421, 200 (See attachment B, General Terms and Conditions); (2) Procurement Standards (Attachment C); (3) Appendix II to Part 200 (Attachment D); (4) Supplement to OSHA Parts 1910 and 1926 (Attachment E); (5) Federal Regulations contained in 48 CFR, Part 31.; and (6) Public Law 109-282. Appropriate clauses, as applicable in the Code of Federal Regulations, apply to the NRCS project-eligible work to be performed under this Agreement and these clauses supersede any conflicting provisions of this Agreement.
- d. 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.
- e. 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.

### 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. Invoices will be reimbursed at a rate of **75.0% of eligible cost, not to exceed a maximum agreement amount of \$1,016,816.00**. Eligible cost includes construction activities only. 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. The PERFORMING AGENCY's payment requests must comply with the RECEIVING AGENCY's 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.
- c. Accrual Reports. In addition to the quarterly submission of payment requests outlined in Section V. - Payment for Services the PERFORMING AGENCY must provide an "Accrual Report" that is due by the 1st of the 3rd month of each quarter. 1st Quarter - October through December, 2nd Quarter - January through March, 3rd Quarter - April through June, 4th Quarter July through September. If the 1st falls on a weekend the report is due by the close of business the Friday before the weekend. The report must be on PERFORMING AGENCY'S letterhead with the following statement:
- “Under agreement number \_\_\_\_\_ at the close of the quarter ending \_\_\_\_\_ (month, day, year); \_\_\_\_\_ (PERFORMING AGENCY name) anticipates incurring the following total cumulative value of work on the project: \_\_\_\_\_ Of this amount, \$ \_\_\_\_\_ has been invoiced and \$ \_\_\_\_\_ has not been invoiced.”
- 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 contract begins upon execution by both parties and ends December 19, 2016. 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 Commerce Code, Section 15.01, et. seq. to the extent of RECEIVING AGENCY's reimbursement provided in accordance with Section IV, *supra*.
- 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. 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 used by PERFORMING AGENCY to complete the work listed in Section IV, *supra* 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. To the extent required by law, and without waiving any governmental immunity available to THE PERFORMING PARTY, 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. Except as required by the Texas Public Information Act, other applicable state or federal law, or an order of a court of competent jurisdiction, 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, with the exception of one (1) copy of all work product described above, which may be retained by PERFORMING AGENCY for its records and for compliance with state and federal requirements and its own records retention policy. 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; however PERFORMING AGENCY may copy the work product described above as needed to comply with public information law or to maintain the documents in accordance with its records retention policy. 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, but it is expressly agreed that "work product" excludes all physical work done on the flood control dam itself, and no ownership interest in any real property owned by PERFORMING AGENCY shall be created pursuant to this Agreement.

- r. Substitutions are not permitted without the written approval of RECEIVING AGENCY.
- s. PERFORMING AGENCY represents and warrants that, to the extent permitted by applicable competitive bidding laws and without waiving its discretion to utilize public funds in the most efficient way possible, 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. 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.
- v. Neither RECEIVING AGENCY nor PERFORMING AGENCY may be liable to the other for any delay in, or failure of performance caused by force majeure. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.
- w. PERFORMING AGENCY must comply will all laws, regulations, requirements, and guidelines that currently exist and as they are amended throughout the term of this agreement. The RECEIVING AGENCY reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the RECEIVING AGENCY's or PERFORMING AGENCY's compliance with all applicable State and Federal laws and regulations.

- x. PERFORMING AGENCY represents and warrants that neither the PERFORMING AGENCY nor any person or entity that will participate financially in this agreement has received compensation from the RECEIVING AGENCY for participation in preparation of specifications for this agreement. The PERFORMING AGENCY represents and warrants that it has not given, offered to give, and does not intend to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this agreement.
  
- y. The RECEIVING AGENCY, or designated agents, may review and inspect products and services purchased through this agreement to ensure compliance with specifications. The RECEIVING AGENCY, or designated agents, may also review and inspect products and services before they are purchased under this agreement.

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: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

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

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

Revised May 2016

**NATURAL RESOURCES CONSERVATION SERVICE  
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS  
GRANTS AND COOPERATIVE AGREEMENTS**

**I. APPLICABLE REGULATIONS**

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
  - (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
  - (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
  - (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
  - (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
  - (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
  - (3) 2 CFR Part 418, "New Restrictions on Lobbying"
  - (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
  - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

## II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

## III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the "**Prohibition Against Certain Internal Confidentiality Agreements:**"
  1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If NRCS determines that you are not in compliance with this award provision, NRCS:
    - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;

- b. May pursue other remedies available for your material failure to comply with award terms and conditions.

#### IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
  - 1. Grant or agreement number
  - 2. Narrative explaining the requested modification to the project purpose or deliverables
  - 3. A description of the revised purpose or deliverables
  - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
  - 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
  - 2. Severs his or her affiliation with the grantee, the grantee's options include—
    - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
    - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
    - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
  - i. The forms and certifications included in the application package
  - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
  - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
  - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

**Note:** The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
  - The length of additional time required to complete the project and a justification for the extension
  - A summary of progress to date
  - An estimate of funds expected to remain unobligated on the scheduled expiration date
  - A projected timetable to complete the portions of the project for which the extension is being requested
  - Signature of the grantee and the project director
  - A status of cost sharing to date (if applicable)

**Note:** An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

## V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

**VI. FINANCIAL REPORTING**

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

**VII. PERFORMANCE MONITORING AND REPORTING**

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—

1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
  2. The reasons why goals and objectives were not met, if appropriate.
  3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

**VIII. SPECIAL PROVISIONS**

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

**IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER**

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division  
Grants and Agreements Services Branch  
1400 Independence Avenue, SW.  
Room 6823 South Building  
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

- “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

## **X. COST-SHARING REQUIREMENTS**

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  1. Immediately notify the NRCS administrative contact of the situation.
  2. Specify the steps it plans to take to secure replacement cost sharing.
  3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### **XI. PROGRAM INCOME**

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

#### **XII. NONEXPENDABLE EQUIPMENT**

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

#### **XIII. LIMIT OF FEDERAL LIABILITY**

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

#### **XIV. MODIFICATIONS AND TERMINATIONS**

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

#### **XV. AWARD CLOSEOUT**

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

**Procurement Standards – 2 CFR § 200.317 through §200.326**

**§ 200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow § 200.318 General procurement standards through § 200.326 Contract provisions.

**§ 200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

**§ 200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

**§ 200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

**§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§ 200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**§ 200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a

starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§ 200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**§ 200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**§ 200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**Appendix II to Part 200****Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). *(Not required for EWP program)* When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).**

(I) **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**NATURAL RESOURCES CONSERVATION SERVICE  
SUPPLEMENT TO OSHA PARTS 1910 AND 1926  
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS**

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents  
U.S. Government Printing Office  
Washington, D.C. 20402

**1.0 GENERAL CONTRACTOR REQUIREMENTS:**

**1.1 SAFETY PROGRAM.** Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

**1.2 PRECONSTRUCTION SAFETY MEETING.** Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

**1.3 JOINT SAFETY POLICY COMMITTEE.** The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee, composed of the Natural Resources Conservation Service (Contracting Local Organization in locally awarded contracts) and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

**1.4 SAFETY PERSONNEL.** Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

**1.5 SAFETY MEETINGS.** A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

**1.6 SAFETY INSPECTION.** The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

**1.7 FIRST AID TRAINING.** Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

**1.8 REPORTS.** Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

**1.9 CERTIFICATION OF INSURANCE.** Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

## **2.0 FIRST AID AND MEDICAL FACILITIES:**

**2.1 FIRST AID KITS.** A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

**2.2 EMERGENCY FIRST AID.** At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

**2.3 COMMUNICATION AND TRANSPORTATION.** Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

**2.4 FIRST AID AND MEDICAL REPORTS.** The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include--

- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- (d) Required records for worker's compensation.

**2.5 SIGNS AND DIRECTIONAL MARKINGS.** Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

**2.6 EMERGENCY LISTING.** A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

## **3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:**

**3.1 GENERAL REQUIREMENTS.** Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 HEAVY EQUIPMENT OPERATORS. It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

#### **4.0 PERSONAL PROTECTIVE EQUIPMENT:**

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

#### **CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT**

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

#### **4.3 SAFETY GOGGLES (DRILLERS)**

4.3.1 DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

#### **5.0 MACHINERY AND MECHANIZED EQUIPMENT:**

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

#### **5.3 HAUL ROADS FOR EQUIPMENT**

5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing

traffic, considering the type of hauling equipment used.

**5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS.** Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

**5.3.5 OPERATORS.** Machinery and mechanized equipment shall be operated only by authorized qualified persons.

**5.3.6 RIDING ON EQUIPMENT.** Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

**5.3.7 GETTING ON OR OFF EQUIPMENT.** Getting on or off equipment while the equipment is in motion is prohibited.

**5.3.8 HOURS OF OPERATION.** Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

#### **5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)**

**5.4.1 PERFORMANCE TEST.** Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.

**5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted).** The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

**5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES.** This equipment is to be performance tested as per ANSI requirements.

**5.4.4 BOOM ANGLE INDICATOR.** Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

**5.4.5 CRANE TEST CERTIFICATION.** The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

**5.4.6 POSTING FOR HIGH VOLTAGE LINES.** A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

**5.4.7 BOOM STOPS.** Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

**5.4.8 SAFETY HOOKS.** Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

#### **5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)**

**5.5.1 ROLLOVER PROTECTIVE STRUCTURES.** OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

**5.5.2 EQUIPMENT REQUIRING ROPS.** The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

**5.5.3 EQUIPMENT REQUIRING SEATBELTS.** The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

## **6.0 LADDERS AND SCAFFOLDING:**

**6.1 LADDERS.** OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

**6.2 SCAFFOLDING.** OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

**6.3 SAFETY BELTS, LIFELINE, AND LANYARDS.** OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

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# **RENEWALS**

**September 12, 2016**

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

- 1. Weatherford College Lease**
- 2. Intermedix**
- 3. Tyler Technologies-Odyssey Software, Judge's Edition Software,  
and Enotices Software**
- 4. Decatur Propane**
- 5. Rick Woods-Aggregate Storage Precinct 3**

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# **FULLY EXECUTED**

**September 12, 2016**

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

- 1. Texas State Soil and Water Conservation Board Wise-EWP-ST-50023**
- 2. VSP**
- 3. Weatherford College Training Agreement**
- 4. Crafton First Responder**
- 5. Copsync Amendment**

**Amanda Knox**

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**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Wednesday, August 31, 2016 9:54 AM  
**To:** Amanda Knox  
**Subject:** FW: Fully executed contract  
**Attachments:** DOC\_20160830161421.pdf

Fully executed for next court. I am going to call you to explain something on this.

Diana

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**From:** Lee Munz [mailto:lmunz@tsswcb.texas.gov]  
**Sent:** Wednesday, August 31, 2016 8:58 AM  
**To:** Diana Alexander  
**Cc:** Kenny Zajicek; Steve Bednarz  
**Subject:** Fully executed contract

Diana,

Attached is the fully executed contract for

If you have any questions or concerns regarding 241.

Thanks,

Lee

A-12  
CAM

- files.

at (254) 773-2250 ext.

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**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 1497 Country View Lane, Temple, Texas 76501 and Wise County, hereinafter referred to as "PERFORMING AGENCY" whose principal place of business is located at P. O. Box 393 Decatur, TX 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(s) as follows in Table 1:

Table 1.

National Inventory of Dams Identification Number	Flood Control Dam Common Name	Structural Repair Activity to be Performed
TX01524	Denton Creek Watershed Site 16	PERFORMING AGENCY costs for construction repair related to the listed dam(s) according to USDA-NRCS approved plans and specifications.
TX01509	Denton Creek Watershed Site 23A	
TX01510	Denton Creek Watershed Site 23B	
TX01473	Denton Creek Watershed Site 26	

- 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. Invoices will be reimbursed at a rate of .2375% of eligible cost, not to exceed a maximum agreement amount of \$321,992.00. Eligible cost includes 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.
  - i. Not more than \$321,992.00 may be expended for construction activities without prior approval by the RECEIVING AGENCY.
- c. The PERFORMING AGENCY's payment requests must comply with the RECEIVING AGENCY's 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. The PERFORMING AGENCY'S costs that are incurred before the beginning date of this agreement are not eligible for reimbursement.

**V. Term of Contract:**

This contract begins upon execution by both parties and ends July 31, 2018. Final bill is due August 1, 2018. 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 Commerce Code, Section 15.01, et. seq. to the extent of RECEIVING AGENCY's reimbursement provided in accordance with Section IV, *supra*.
- 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. 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 used by PERFORMING AGENCY to complete the work listed in Section IV, *supra* 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. To the extent required by law, and without waiving any governmental immunity available to THE PERFORMING PARTY, 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. Except as required by the Texas Public Information Act, other applicable state or federal law, or an order of a court of competent jurisdiction, 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, with the exception of one (1) copy of all work product described above, which may be retained by PERFORMING AGENCY for its records and for compliance with state and federal requirements and its own records retention policy. 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; however PERFORMING AGENCY may copy the work product described above as needed to comply with public information law or to maintain the documents in accordance with its records retention policy. 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, but it is expressly agreed that "work product" excludes all physical work done on the flood control dam itself, and no ownership interest in any real property owned by PERFORMING AGENCY shall be created pursuant to this Agreement.
- r. Substitutions are not permitted without the written approval of RECEIVING AGENCY.
- s. PERFORMING AGENCY represents and warrants that, to the extent permitted by applicable competitive bidding laws and without waiving its discretion to utilize public funds in the most efficient way possible, 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. 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.

- v. Neither RECEIVING AGENCY nor PERFORMING AGENCY may be liable to the other for any delay in, or failure of performance caused by force majeure. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.
- w. PERFORMING AGENCY must comply with all laws, regulations, requirements, and guidelines that currently exist and as they are amended throughout the term of this agreement. The RECEIVING AGENCY reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the RECEIVING AGENCY's or PERFORMING AGENCY's compliance with all applicable State and Federal laws and regulations.
- x. PERFORMING AGENCY represents and warrants that neither the PERFORMING AGENCY nor any person or entity that will participate financially in this agreement has received compensation from the RECEIVING AGENCY for participation in preparation of specifications for this agreement. The PERFORMING AGENCY represents and warrants that it has not given, offered to give, and does not intend to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this agreement.
- y. The RECEIVING AGENCY, or designated agents, may review and inspect products and services purchased through this agreement to ensure compliance with specifications. The RECEIVING AGENCY, or designated agents, may also review and inspect products and services before they are purchased under this agreement.

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

Texas State Soil and Water  
Conservation Board

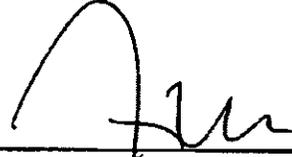
By: 

FOR: REX ISOM,  
Title: EXECUTIVE DIRECTOR  
Executive Director

Date: AUG 30 2016

PERFORMING AGENCY

Wise County

By: 

Title: County Judge

Date: 8/29/16

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## Appendix II to Part 200

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). (**Not required for EWP program**) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**NATURAL RESOURCES CONSERVATION SERVICE  
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS  
GRANTS AND COOPERATIVE AGREEMENTS**

**I. APPLICABLE REGULATIONS**

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
- (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
- (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
- (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
- (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

- (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
- (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
- (3) 2 CFR Part 418, "New Restrictions on Lobbying"
- (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
- (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

## II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

## III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the "**Prohibition Against Certain Internal Confidentiality Agreements:**"
  1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If NRCS determines that you are not in compliance with this award provision, NRCS:
    - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;

- b. May pursue other remedies available for your material failure to comply with award terms and conditions.

#### IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
  - 1. Grant or agreement number
  - 2. Narrative explaining the requested modification to the project purpose or deliverables
  - 3. A description of the revised purpose or deliverables
  - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
  - 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
  - 2. Severs his or her affiliation with the grantee, the grantee's options include—
    - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
    - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
    - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
  - i. The forms and certifications included in the application package
  - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
  - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
  - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

**Note:** The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
  - The length of additional time required to complete the project and a justification for the extension
  - A summary of progress to date
  - An estimate of funds expected to remain unobligated on the scheduled expiration date
  - A projected timetable to complete the portions of the project for which the extension is being requested
  - Signature of the grantee and the project director
  - A status of cost sharing to date (if applicable)

**Note:** An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

## V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

**VI. FINANCIAL REPORTING**

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

**VII. PERFORMANCE MONITORING AND REPORTING**

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—

1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
  2. The reasons why goals and objectives were not met, if appropriate.
  3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

#### **VIII. SPECIAL PROVISIONS**

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

#### **IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER**

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division  
Grants and Agreements Services Branch  
1400 Independence Avenue, SW.  
Room 6823 South Building  
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

- “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

## **X. COST-SHARING REQUIREMENTS**

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  1. Immediately notify the NRCS administrative contact of the situation.
  2. Specify the steps it plans to take to secure replacement cost sharing.
  3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### **XI. PROGRAM INCOME**

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

#### **XII. NONEXPENDABLE EQUIPMENT**

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

#### **XIII. LIMIT OF FEDERAL LIABILITY**

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

#### **XIV. MODIFICATIONS AND TERMINATIONS**

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

#### **XV. AWARD CLOSEOUT**

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

**NATURAL RESOURCES CONSERVATION SERVICE  
SUPPLEMENT TO OSHA PARTS 1910 AND 1926  
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS**

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents  
U.S. Government Printing Office  
Washington, D.C. 20402

**1.0 GENERAL CONTRACTOR REQUIREMENTS:**

**1.1 SAFETY PROGRAM.** Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

**1.2 PRECONSTRUCTION SAFETY MEETING.** Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

**1.3 JOINT SAFETY POLICY COMMITTEE.** The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee, composed of the Natural Resources Conservation Service (Contracting Local Organization in locally awarded contracts) and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

**1.4 SAFETY PERSONNEL.** Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

**1.5 SAFETY MEETINGS.** A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

1.9 CERTIFICATION OF INSURANCE. Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

## **2.0 FIRST AID AND MEDICAL FACILITIES:**

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include--

- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- (d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

## **3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:**

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 HEAVY EQUIPMENT OPERATORS. It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

#### **4.0 PERSONAL PROTECTIVE EQUIPMENT:**

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

#### **CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT**

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

#### **4.3 SAFETY GOGGLES (DRILLERS)**

4.3.1 DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

#### **5.0 MACHINERY AND MECHANIZED EQUIPMENT:**

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

#### **5.3 HAUL ROADS FOR EQUIPMENT**

5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing

traffic, considering the type of hauling equipment used.

**5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS.** Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

**5.3.5 OPERATORS.** Machinery and mechanized equipment shall be operated only by authorized qualified persons.

**5.3.6 RIDING ON EQUIPMENT.** Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

**5.3.7 GETTING ON OR OFF EQUIPMENT.** Getting on or off equipment while the equipment is in motion is prohibited.

**5.3.8 HOURS OF OPERATION.** Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

#### **5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)**

**5.4.1 PERFORMANCE TEST.** Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.

**5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted).** The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

**5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES.** This equipment is to be performance tested as per ANSI requirements.

**5.4.4 BOOM ANGLE INDICATOR.** Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

**5.4.5 CRANE TEST CERTIFICATION.** The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

**5.4.6 POSTING FOR HIGH VOLTAGE LINES.** A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

**5.4.7 BOOM STOPS.** Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

**5.4.8 SAFETY HOOKS.** Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

#### **5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)**

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

## **6.0 LADDERS AND SCAFFOLDING:**

6.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

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333

# APPLICATION FOR VISION CARE PLAN (sm)



Attn: Sales  
3333 Quality Drive  
Rancho Cordova, CA 95670  
(800) 216-6248

Complete all applicable questions accurately and in detail.

## CLIENT INFORMATION

1 Full legal name of client as it appears on the policy: **Wise County**

Address: PO Box 554

City: **Decatur** County: **Wise** State: **Texas** ZIP: **76234**

Phone: **940-627-3540** Fax: **940-627-3573**

Principal Contact: **Katherine Hudson** Title: **County Treasurer**

Phone: **940-627-3540** Fax: **940-627-3573** E-mail: **treasurer@co.wise.tx.us**

Client is headquartered in state of *Texas* (if different state from section 1, provide physical address for client in this state)

Address:

City: County: State: ZIP:

2 Who should we contact with payment questions?

Name: **Katherine Hudson** Title: **County Treasurer**

Phone: **940-627-3540** Fax: **940-627-3573** E-mail: **treasurer@co.wise.tx.us**

3a Who should we contact with eligibility questions?

Name: **Katherine Hudson** Title: **County Treasurer**

Phone: **940-627-3540** Fax: **940-627-3573** E-mail: **treasurer@co.wise.tx.us**

3b Does your broker need access to view/manage/update your eligibility?

yes  no

Name: **Kristen Huddleston** Title: **Director of Account Management**

Phone: **940-627-8888** Fax: **940-627-8830** E-mail: **khuddleston@sbcinsurance.net**

4 Who is the Benefit Administrator responsible for the overall administration of the plan (if not principal contact)?

Name: Title:

Phone: Fax: E-mail:

*If multiple benefits administrators are at other locations, attach names, addresses, emails, phone, and fax numbers.*

5 What is the nature of your business? **County Government**

What is the DUNS number? **19-030-0764**

6 Membership information will be sent to VSP via:  Electronic Transfers  Online Eligibility Management

If electronic transfer reporting OR if a third party will handle your eligibility, please provide Third Party Administrator Information. Firm:

Contact: Title:

Address:

City: County: State: ZIP:

Phone: Fax: E-mail:

In conjunction with health plan industry practices when providing electronic eligibility, VSP requests clients to send dependent eligibility information to VSP. This would include providing the covered dependent's full name, date of birth, and relationship to the employee/member. Dependents will be reported as a dependent under the employee's ID number.

Will dependent information be sent to VSP for eligibility purposes? yes no

If no, please explain:

*Employers without Internet access for making membership updates will be contacted by VSP to review other options.*

7 Names of separate divisions that will be covered by this plan (indicate if COBRA division is required):

Active, COBRA

Address of additional divisions if applicable. **IMPORTANT:** Separate divisions will be billed on separate invoices (If multiple divisions are needed, attach list of division names, contact names, address, email, phone, and fax numbers):

Billing address (if different than Client address):

City: County: State: ZIP:

Phone: Fax: E-mail:

If Self-Funded Program, do claims billings and administrative fee billings go to the same person? yes no

If no, please supply contact, title, address, phone, and fax number for each type of billing.

8 Number of employees eligible for benefits: 385

Does this represent the total number of employees in the company? yes no total number: 425

Do you have an employee population outside of the US? yes no If yes, what country :

Do you provide benefits to your retiree population? yes no

Dependents: Eligible dependents are the covered employee's spouse and unmarried dependent children until the end of the month that they reach their [26th] birthday (includes an unmarried child if incapable of self-support because of physical or mental incapacity that commenced prior to reaching the above age), or the end of the month that they reach their [26th] birthday, if attending school full time.

9 Dependents other than employee's spouse & children:

parents domestic partners (all)  
domestic partners (same sex only) domestic partner's children

## POLICY DETAILS

*The rates listed must support the plan design and benefit selected and must meet all eligibility requirements. Please refer to your VSP-provided rate sheet for details or contact your VSP Account Executive. Any discrepancies may preclude acceptance by VSP*

10 Benefit Year (select one):

Service Year (from last date of service)  
Calendar Year (**IMPORTANT:** Policy effective date and renewal date MUST be January 1)

11 Plan Type (select one):

Signature Plan  
Choice Plan  
Exam Plus  
Exam Plus w/ Allowances

12 Is vision benefit: Core Voluntary Packaged with medical and/or dental

If **Voluntary** (vision is included as a stand-alone menu item in a list of benefits to choose from.):

Employer contribution percentage: for employee: 0% for dependent: 0%

Voluntary Participation Structure: \*A minimum number of enrolled employees may apply.

Exam w/Voluntary Materials\* Voluntary Pool 0-24% employer contribution\*  
Voluntary Pool 25% or more employer contribution\* Core Employee/Voluntary Dependent Coverage\*

If **Core Plus Options** (group provides a basic level of vision coverage to all employees with an option for the employee to buy up or enhance the benefit):

Employer contribution percentage: for employee: % for dependent: %

If **Packaged** (vision is tied to which of the following benefits: medical dental)

13 Frequency of Service (select one):

A (12/24/24) (**IMPORTANT:** 12/24/24 is not available on voluntary plans) B (12/12/24) C (12/12/12)  
Other:

Total co-payment: \$ (applies to exam and eyewear)

OR Split co-payment: \$10 exam / \$25 eyewear

14 Client has purchased Enhancements: yes no (if no enhancements, skip to #15)

Scratch Coating  Anti-Reflective Coating  Progressive Lenses  Photochromic / tint

Elective Contact Lens (Allowance):  \$120  \$140  \$150  other: \$

Frame (Retail Frame Allowance):  \$120  \$140  \$150  other: \$

Client has purchased Specialty Care: yes  no

Covered Contact Lenses

ProTec Safety

Second Pair of Glasses

Computer Vision Care

Vision Therapy

Preferred Laser VisionCare (available on a self-funded basis only to clients with 200+ enrolled employees)

15 Requested effective date (*The effective date should not precede the date VSP receives this application.*)

This policy will become effective on the first day of [ October ] (month) [ 2016 ] (year), provided that all of the following has been completed prior to this effective date:

A. VSP has received and accepted this Application.

B. VSP has received and accepted Membership, including the required information of all employees that will be covered under this policy showing name, member ID, and number of dependents, if applicable.

16 Schedule A Information: Fiscal Year [ ] through [ ]

Schedule A will be sent to the person named as the principal contact. A copy of the report may also be sent to your broker and/or your third party administrator.

Please send an additional copy to:

17 Do you currently have coverage:  yes  no

If yes, current vision plan carrier:

If current carrier is VSP, please provide Client Name:

18 For fully-insured programs (*VSP will bill you for your first month's premium*)

	Rates
Employee-only or composite rate basis	\$ 8.38
Two-rate basis	\$ 13.41
Three-rate basis	\$ 13.69
Four-rate basis	\$ 22.07

**IMPORTANT: Sold rates are required**

19 For self-insured programs, Administrative Fee:

Fixed fee: or Percent of claims: % or Dollars per claims: \$

## AGREEMENT

The undersigned client hereby applies for vision care coverage through VSP. It is understood that:

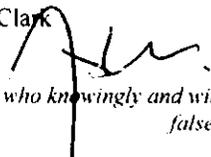
- A. All future employees will be covered when they become eligible, or offered VSP coverage if voluntary.
- B. Coverage will terminate for an employee on the last day of the month in which employment terminates.
- C. Member past service for clients previously covered by VSP will carry over and remain in force.
- D. Any non-VSP-created information outlining coverage or plan details must be reviewed by VSP prior to distribution to members.
- E. This agreement will continue in force 24 months from the effective date. Rates are based on the assumption that VSP will receive these amounts over the full plan term.

This application signed this [ 29 ] (day) of [ Aug ] (month) of [ 2016 ] (year).

Firm/Organization: Wise County

Name: J.D. Clark

Title: County Judge

Signature: 

*Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information, is guilty of a felony of the third degree.*

## BROKER / CONSULTANT

The broker/consultant indicated below is hereby designated Broker of Record by the above signed employer.

Legal Firm Name: Stephens, Bastian, & Cartwright, LP

Address: 2351 S FM 51, Suite 300

City: Decatur

County: Wise

State: TX

ZIP: 76234

Licensed Producer's Name: Brian Stephens

Title: President

Phone: 940-627-8888

Fax: 940-627-8830

E-mail: bstephens@sbcinsurance.net

Broker Assistant Name: Kristen Huddleston

Phone: 940-627-8888

E-mail: khuddleston@sbcinsurance.net

Taxpayer ID: 20-3697597

Corporation  Independent

Commission Checks Payable to:

Firm Name

Contact Name

Not Paid

Name:

Address:

City:

County:

State:

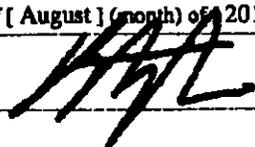
ZIP:

This application signed this [ 29 ] (day) of [ August ] (month) of [ 2016 ] (year).

Print Name: Brian Stephens

Title: President

Signature of state-licensed agent:



*Please send a copy of agent/broker license, if not currently on file with VSP.*

## ADDITIONAL BROKER / CONSULTANT

*Please send a copy of agent/broker license, if not currently on file with VSP.*

Legal Firm Name:

Address:

City:

County:

State:

ZIP:

Licensed Producer's Name:

Title:

Phone:

Fax:

E-mail:

Broker Assistant Name:

Phone:

E-mail:

Taxpayer ID:

Corporation  Independent

Commission Checks Payable to:

Firm Name

Contact Name

Not Paid

Name:

Address:

City:

County:

State:

ZIP:

This application signed this [     ] (day) of [     ] (month) of [     ] (year).

Print Name:

Title:

Signature of state-licensed agent:

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-105256

Date Filed:  
08/29/2016

Date Acknowledged:  
8-31-16

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

Vision Service Plan Insurance Company  
Rancho Cordova, CA United States

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

Wise County

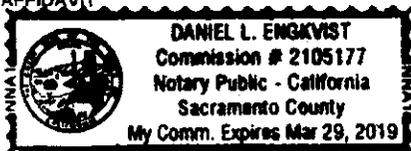
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Vision Benefits for Employees  
Vision Benefits for Wise County employees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ball, Donald	Rancho Cordova, CA United States	X	
	McGrann, James	Rancho Cordova, CA United States	X	
	Renwick-Espinosa, Kate	Rancho Cordova, CA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



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

*Lisa A. Kussel*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lisa A. Kussel, this the 29th day of August, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

33



**INSTRUCTIONAL PARTNERSHIP AGREEMENT**  
**Between**  
**Wise County Sheriff Department and Weatherford College**

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

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

**Telephone Number:** 940-627-5971

**Email Address:** [shearin@wise.tx.us](mailto:shearin@wise.tx.us)

**WHEREAS,** Wise County Sheriff Department contract with Weatherford College Workforce Education of Law Enforcement. All courses are assigned Workforce and are entitled to receive TCLEOSE certification if required.

*Agreement Executed  
9-12-16*

**NOW, THEREFORE,** the parties entered into this agreement:

**TRAINING AND CLASSES:** Upon successful completion of course(s) will be awarded certificates of completion from Weatherford College.

**Students completing d** which will be recorded as **Satisfactory (S) or Unsatisfactory (U),** transcript.

**WEATHERFORD COLLEGE:**

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

**WISE COUNTY SHERIFF DEPARTMENT WILL PROVIDE:**

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

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

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

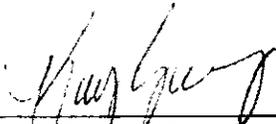
**Wise County Sheriff Department Facility  
200 Rook Ramsey Drive  
Decatur, Texas 76234**

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

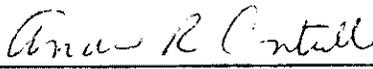
2. **CLASS SIZE:** As agreed upon by both parties.
3. **STUDENT STATUS:** Participants will register as Weatherford College Continuing Education non-credit students. Students successfully completing the course(s) will receive a grade of satisfactory (S) or unsatisfactory (U) that will be recorded on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

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

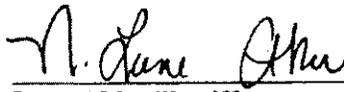
Recognizing the importance of our endeavor and in the spirit of cooperative effort and mutual benefit, we are pleased to enter the Agreement.

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

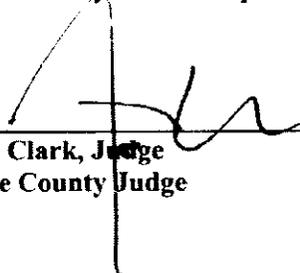
7-6-16  
Date

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

7-6-2016  
Date

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

6-27-16  
Date

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

6-27-16  
Date

## Amanda Knox

---

**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Thursday, September 08, 2016 8:27 AM  
**To:** Amanda Knox  
**Subject:** fully executed  
**Attachments:** Crafton First Responder.pdf

Please see attached.

Sincerely,  
Diana Alexander  
Asset Manager  
Wise County

329



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

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

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

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

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

5. Reports to the Departments Administrator about the Organization's ongoing system audits and QA program
6. Implements the recommendations of the EMS Medical Director on medically related aspects of operation of the Organization including the Department's performance specifications
7. Reports to the Department's Administrator any problems or concerns between the Organization, the Department or the Medical Community
8. Reports to the Department's Administrator any known non-compliance with the Health and Safety Code, Chapter 773, Texas Administrative Code Chapters 157, 197 and/or accepted medical practice on the part of any of the Organization's EMS personnel
9. Considers the Department Administrator's recommendations regarding remedial or corrective measures for the Organization's EMS personnel found to be in need of such measures
10. Considers the suspension from medical duties of any of the Organization's EMS personnel for due cause pending review and evaluation as the Department's Administrator recommends
11. Reports to the Department's Administrator all patient care incidents, patient complaints, allegations of substandard care and/or deviations from established protocols and patient care standards
12. Ensure that First Responder Patient Report forms are available at EVERY scene, and properly filled out for each patient, including "No Transports". A copy of the completed form shall be supplied to the Department upon request
13. When on scene, Organization personnel shall be identified by at least the following: name of service, name of individual and level of certification
14. Maintain program for security of patient confidentiality as required under HIPPA regulations.
15. The Organization shall receive notice to respond to EMS calls primarily through 911 Dispatch. They may also respond 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: 8-29-16

Wise County EMS Medical Director

Date: 9-1-16

Wise County EMS Administrator

Date: 8/29/16

Fire Chief

Date: 9-1-16

## Amanda Knox

---

**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Thursday, September 08, 2016 1:35 PM  
**To:** Amanda Knox  
**Subject:** fully executed  
**Attachments:** COPSYNC Amendment.pdf

Please see attached.

Sincerely,  
Diana Alexander  
Asset Manager  
Wise County

303

**COPsync, Inc.**

**Amended Service Agreement**

P.O. Box 802108  
Dallas, Texas 75380-2108

Office 972-885-8182  
Fax 972-201-8646

**CUSTOMER**  
Agency: Wise County Sheriff's Office  
Address: 200 Rock Ramsey Dr  
Decatur, TX 76234  
Contact: Sheriff David Walker  
Phone: (847) 827-5871  
Email: dwalker@sheriff.co.wise.tx.us

**SHIP EQUIPMENT TO**  
Name:  
Attention:  
Address:  
Phone:  
**SEND INVOICE TO**  
Name:  
Email:  
Phone:

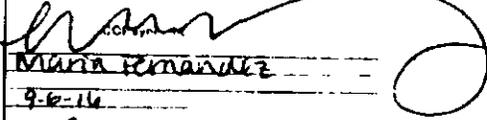
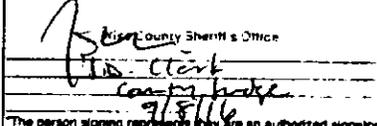
Quote # 9189  
Issue Date 5/7/2016  
Valid Thru 8/6/2016

Sales Rep

Sales Tax: Exempt

RESSELLER

Final

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	...COPSYNC SOFTWARE AND SUPPORT: COPsync Enterprise Full-time Officer (12 mo @ \$99.95) All COPsync Enterprise Full-time Officers are enabled to receive COPsync811 alerts	\$ 1,199.40	\$ 4,797.60
1	COPsync Enterprise Software License Grant affecting a rate of \$ 0.00 per Full-time Officer	\$ (4,797.60)	\$ (4,797.60)
Note	This is an amendment to the current Services Agreement between Agency and COPsync, Inc.		
Signature			
Print Name	MARIA HERNANDEZ		
Title			
Date	9-8-16		
Signature			
Print Name	David Walker		
Title	Sheriff		
Date	9/8/16		
	The person signing represents they are an authorized signatory		
<b>SPECIAL TERMS</b>		<b>GRAND TOTAL</b>	\$ 0
Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync811, or COURTSync can be installed. If you do not have an internet service, most providers offer a special government or education rate.			
***DO NOT PAY. THIS IS NOT AN INVOICE***			

Client: Amended Service Agreement / Budget  
Workbook: Wise County Sheriff's Office\_9189\_Amended Service Agreement\_Budget\_2016 06 07.xls  
File Name: Wise County Sheriff's Office\_9189\_Amended Service Agreement\_Budget\_2016 06 07  
Generated: 06/07/2016 at 13:17  
Tool Version: Ver 2016.05.12

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
COPsync, Inc.  
Addison, TX United States

Certificate Number:  
2016-97487

Date Filed:  
08/10/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County Sheriff's Office

Date Acknowledged:  
9-8-16

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Amended Service Agreement 9189  
Contract for Safety/Law Enforcement Software

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

5 Check only if there is NO Interested Party.



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

[Signature]  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maria G. Fernandez, this the 10 day of August, 2016 to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Leticia G. Reyes  
Printed name of officer administering oath

Relationship Banker  
Title of officer administering oath