

AGREEMENT NO: _____

STATE: _____

INTERLOCAL AGREEMENT

BETWEEN

TARRANT REGIONAL WATER DISTRICT

AND

WISE COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 1

AND

WISE SOIL AND WATER CONSERVATION DISTRICT

AND

WISE COUNTY COMMISSIONERS COURT

Relative to: PROVIDING TECHNICAL ASSISTANCE TO AGRICULTURAL PRODUCERS TO PLAN AND IMPLEMENT CONSERVATION TREATMENT MEASURES TO REDUCE HIGH LEVELS OF NUTRIENTS AND SEDIMENT LOADINGS INTO EAGLE MOUNTAIN LAKE THROUGH THE DEVELOPMENT OF THE EAGLE MOUNTAIN LAKE WATERSHED CONSERVATION INITIATIVE.

This agreement made and entered into this 19th day of August, 2014, by and between the Tarrant Regional Water District, Fort Worth, Texas hereinafter called TRWD; the Wise County Water Control and Improvement District Number 1, Bridgeport, Texas, hereinafter called Wise County WCID; the Wise Soil and Water Conservation District, Decatur, Texas, hereinafter called SWCD; and Wise County Commissioners Court, Decatur, Texas, hereinafter called Wise Co.

I. PURPOSE:

The purpose of this Interlocal Agreement is to formalize the cooperation and coordination between TRWD, Wise County WCID, Wise SWCD and Wise County relative to providing technical assistance to agricultural producers to plan and implement conservation treatment measures to reduce the high levels of nutrients and sediment loadings into Eagle Mountain Lake. Through the development of the Eagle Mountain Lake Watershed Conservation Initiative, technical assistance will be provided to interested agricultural producers to develop 150 conservation plans in the watershed area.

II. TRWD agrees to:

- A. Provide funding to the SWCD at the rate of \$37,500 in 2014 to be paid by September 30, 2014.
- B. Provide an in-kind match of \$54,500 for the cost associated with the Eagle Mountain Lake monitoring program.

III. Wise County WCID agrees to:

- A. Provide funding to the SWCD at the rate of \$50,000 per annum beginning September 2014 for three (3) years until September 2017, for a total of \$150,000 in funding.

IV. SWCD agrees to:

- A. Serve as plan manager and administrator for allocation of funds.
- B. Employ five (5) part time District Technicians to perform technical assistance in conservation planning, application, administrative and rural community outreach.
- C. SWCD Director's time on the project will be used as a match at the rate of \$25 per hour at a cost of \$15,000 per 15 month period.
- D. Funding allocated to SWCD in FY 2014 from the Texas State Soil and Water Conservation Board through the Flood Control Dam O&M Grant Program will be used as in-kind match for the conservation initiative.
- E. Funds provided to SWCD by Wise County WCID and TRWD shall be kept by SWCD in a separate account from other funds held by SWCD. Funds paid over by Wise County WCID and TRWD to SWCD shall remain in custody and control of SWCD for the full term of the agreement to be used for the purposes of the agreement.

V. Wise County agrees to:

- A. Provide invoices to SWCD for costs incurred for operation and maintenance activities performed by Wise County for the 35 floodwater retarding structures in the Big Sandy Creek and Salt Creek and Laterals Watershed Projects, Trinity River Watershed, in Wise County. Costs associated with O&M activities will be used as in kind match for the Eagle Mountain Lake Conservation Initiative.

VI. It is mutually agreed:

- A. This agreement shall become effective upon the date of last signature hereto and shall continue affect through September 30, 2017.
- B. Each participant in this agreement will specify a contact person, which contact person may be changed from time to time by the respective participants at their discretion by notification to the other participants.
- C. The contact person of each participant in this agreement or designee will serve as a member of the core work group for the Eagle Mountain Lake Watershed Conservation Initiative and will meet quarterly to review progress in addressing priority resource concerns and evaluating performance.
- D. This agreement may be modified by amendment duly executed by authorized officials of all participants.
- E. This agreement may be terminated by mutual consent of all participants in this agreement by written notice sixty (60) days prior to effective date.
- F. Nondiscrimination – The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 and Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, sexual orientation, family status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance from the Department of Agriculture or any agency thereof.

Cody Gillispie

CODY GILLISPIE
Chairman, Wise SWCD

7-15-2014

DATE

Dickie Clement

DICKIE CLEMENT
President, Board of Directors, Wise Co WCID

7-15-2014

DATE

Glenn Hughes

GLENN HUGHES
County Judge, Wise County

7/17/14

DATE

Victor Henderson

VICTOR HENDERSON
President, Board of Directors, TRWD

8/19/2014

DATE

STATE OF TEXAS

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COUNTY OF DENTON

FY 2014-2015

COUNTY OF WISE

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Wise County, Texas (hereinafter "Contractor") and Denton County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commissioner of Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate.

The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than The Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, et cetera) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's county.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision there of.

1.7 LOCATION AND OPERATION OF FACILITY

The Contractor shall provide the detention services described herein at the Wise County Jail in Wise County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is \$37.50 per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning i.e., at or before 12:00 Noon). In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit:

Denton County Auditor
401 W. Hickory, Suite 423
Denton, Texas 76201

The County shall make payment to the Contractor within 30 days after receipt of the invoice.

Payment shall be in the name of the Wise County, Texas, and shall be remitted to:

Wise County Treasurer
P.O. Box 554
207 North Church Street
Decatur, Texas 76234

Amounts which are not timely paid in accordance with the above the procedure shall bear interest at the lesser of the annual percentage rate of the 10-percent or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this agreement.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period beginning October 1, 2014 (or the date of execution) and end September 30, 2015.

3.2 RENEWALS

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

3.3 TERMINATION

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff opinion, create a condition of Over crowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility,

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver up such prisoner(s) to the Sheriff or Denton County at the cost and expense of the County.

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility before the inmate is eligible for incarceration at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirement set forth above.

The Contractor reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor facility, the Contractor reserves the right to demand that the County remove that inmate and County may replace said inmate with a non-high risk inmate of the County.

4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of the Contractor's Sheriff upon request of the Contractor's Sheriff.

Inmate may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight hours, Contractor may deliver up such inmate to the Sheriff of Denton County at the cost and expense of County.

4.4 INMATE SENTENCES

Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

4.5 LIABILITY

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of

The Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time represent themselves to be employees, servants, agents and/or representatives of Denton County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Contractor.

ARTICLE 5: MISCELLANEOUS

5.1 BINDING NATURE OF AGREEMENT

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 NOTICE

Either party hereto to the other may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

Contractor: Wise County, Texas
 County Judge
 P.O. Box 393
 Decatur, Texas 76234

County: Denton County, Texas
 County Judge Mary Horn
 110 W. Hickory St. 2nd Floor
 Denton, Texas 76201

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.3 AMENDMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.4 PRIOR AGREEMENTS

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.5 CHOICE OF LAW AND VENUE

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Decatur, Wise County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Wise County, Texas.

5.6 APPROVALS

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.

Denton County Judge
Denton County, Texas
Pursuant to a resolution of the
Commissioners Court of
Denton County, Texas
Passed the ___ day of
_____ 2014

Wise County Judge
Wise County, Texas
Pursuant to a resolution of the
Commissioners Court of
Wise County, Texas
Passed the ___ day of
_____ 2014

Date signed _____

Date signed _____

Denton County Auditor

Wise County Auditor

Denton County Sheriff
Denton County, Texas

Wise County Sheriff
Wise County, Texas

Attorney Approval as to Form

Attorney Approval as to Form

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STATE OF TEXAS

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COUNTY OF PARKER

COUNTY OF WISE

FY 2014-2015

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into by Wise County, Texas (hereinafter "Contractor") and Parker County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon 1992) [formerly Article 4413 (32c). Texas revised Civil Statutes] and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commissioner of Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate.

The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than The Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, et cetera) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's county.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision there of.

1.7 LOCATION AND OPERATION OF FACILITY

The Contractor shall provide the detention services described herein at the Wise County Jail in Wise County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is \$40.00 per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning i.e., at or before 12:00 Noon). In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit:

Parker County Auditor
1112 Santa Fe Drive
Weatherford, Texas 76086

The County shall make payment to the Contractor within 30 days after receipt of the invoice.

Payment shall be in the name of the Wise County, Texas, and shall be remitted to:

Wise County Treasurer
P.O. Box 554
207 North Church Street
Decatur, Texas 76234

Amounts which are not timely paid in accordance with the above the procedure shall bear interest at the lesser of the annual percentage rate of the 10-percent or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this agreement.

All amounts paid under this agreement shall be made from the current years available funds.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period of one year beginning October 1, 2014 and ending September 30, 2015.

3.2 RENEWALS

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

3.3 TERMINATION

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff opinion, create a condition of Over crowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility,

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver up such prisoner(s) to the Sheriff or Parker County at the cost and expense of the County.

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility before the inmate is eligible for incarceration at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirement set forth above.

The Contractor reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor facility, the Contractor reserves the right to demand that the County remove that inmate and County may replace said inmate with a non-high risk inmate of the County.

4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of the Contractor's Sheriff upon request of the Contractor's Sheriff.

Inmate may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight hours, Contractor may deliver up such inmate to the Sheriff of Parker County at the cost and expense of County.

4.4 INMATE SENTENCES

Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten days before such date.

The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

4.5 LIABILITY

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of

The Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time represent themselves to be employees, servants, agents and/or representatives of Parker County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Contractor.

ARTICLE 5: MISCELLANEOUS

5.1 BINDING NATURE OF AGREEMENT

This agreement if contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 NOTICE

Either party hereto to the other may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

Contractor: Wise County, Texas
 County Judge
 P.O. Box 393
 Decatur, Texas 76234

County: Parker County, Texas
 County Judge Mark Riley
 1 Courthouse Square
 Weatherford, Texas 76086

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.3 AMENDMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.4 PRIOR AGREEMENTS

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.5 CHOICE OF LAW AND VENUE

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Decatur, Wise County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Wise County, Texas.

5.6 APPROVALS

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.

Parker County Judge
Parker County, Texas

Wise County Judge
Wise County, Texas

Pursuant to a resolution of the
Commissioners Court of
Parker County, Texas
Passed the ___ day of
_____ 2014

Pursuant to a resolution of the
Commissioners Court of
Wise County, Texas
Passed the ___ day of
_____ 2014

Date signed _____

Date signed _____

Parker County Auditor

Wise County Auditor

Parker County Sheriff
Parker County, Texas

Wise County Sheriff
Wise County, Texas

Attorney Approval as to Form

Attorney Approval as to Form

14g



Dustin Office Machines

September 15, 2014

Wise County Asset Control Office
ATTN: DIANA ALEXANDER

Effective when the new lease for Wise County Veteran's Office has been signed, Dustin Office Machines will cancel the present lease on the Copystar 300i Copier, Serial Number Q220100489 and pick the machine up from Wise County Veteran's Office when the new machine is installed.

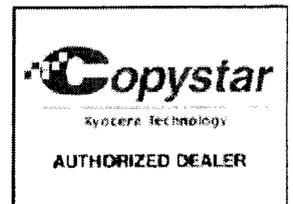
If you need further information, please give me a call.

Sincerely,

Johnny Leftwich

Since 1932

105 East California St. | P.O. Box 1017 | Gainesville, TX 76241-1017
940.665.5594 Ph | 940.665.5601 Fx | dustins@ntin.net



COPY MACHINE LEASE AND SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") (the "Lease") is made effective as of September 15, 2014, between Frank Dustin Office Supply, Inc., a Texas corporation (referred to in this Lease as "Lessor"), located at 105 East California, Gainesville, Cooke County, Texas 76240 and Wise County, Texas, a local governmental entity operating under the Constitution of the State of Texas, (referred to hereafter as "Lessee"), with Lessee's Financial Office being located at Wise County Auditor's Office, situated in Decatur, TX, with physical address being 207 North Church Street, Decatur, Texas and mailing address of P.O. Box 899, Decatur, Texas 76234. In consideration of the mutual promises contained in this Agreement, the contracting parties (collectively the "parties") (singular the "party") agree as follows:

ARTICLE 1

LEASE AND TERM

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

ARTICLE 2

COPY MACHINES

Substitution

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

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

Title to Copy Machines

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

Registration

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

ARTICLE 3

PAYMENTS BY LESSEE

Rent

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

Licenses and Taxation

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

ARTICLE 4

OPERATION AND MAINTENANCE

Lessee to Provide Maintenance

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

ARTICLE 5

TERMINATION

5.01. Lessee may terminate this Lease before the expiration of the termination date of its term (being 11:59 p.m. September 14, 2015) or before expiration of the termination date of subsequent renewal terms (if any) (being 11:59 p.m. September 14 of each subsequent year's anniversary of the initial term's delivery date to Lessee of September 15, 2014), by giving Lessor at least sixty (60) days prior written notice.

ARTICLE 6

GENERAL PROVISIONS

Parties Bound

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

Notices

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

ARTICLE 7

LEGAL CONSTRUCTION

Governing Law

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

Entire Agreement

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

Effect of Partial Invalidity

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

Headings

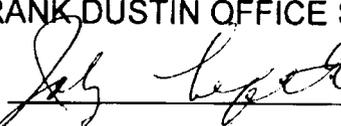
7.04. The headings and subheadings of the various Articles and Paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the Article and Paragraph so designated.

Effective Date

7.05. This contract is executed on the date hereinbelow and within Schedule "A", attached hereto and made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of September 15, 2014 (the "Effective Date").

LESSOR

FRANK DUSTIN OFFICE SUPPLY, INC.

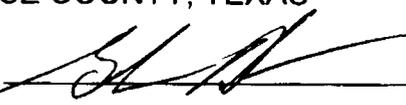
By 

Printed Name Johnny Lettich

Date: 9-15-14

LESSEE

WISE COUNTY, TEXAS

By 

Printed Name Glenn Hughes

Date: 9/15/14

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: _____
Located in the office of Wise County Veteran's Office
COPY MACHINE LEASE DATED: SEPTEMBER 15
Year: 2014

Make: Copystar CS3010i Copier with Fax

Serial Number: LNT3Y00228

Monthly Rental Fee: \$156.50

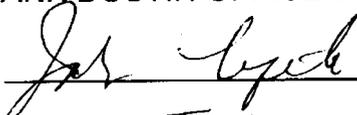
Delivery Date: September 2014

Lease Term: The initial term of this Lease will commence with an Effective Date of September 15, 2014 and terminate 11:59 p.m., September 14, 2015. Unless terminated early by Lessee as provided under ARTICLE 5; subsection 5.01 herein, a subsequent twelve (12) month renewal term will immediately commence on September 15, 2015. This Agreement may then renew annually for four (4) consecutive additional twelve (12) month periods if mutually agreed by both parties thirty (30) days prior to the Effective Date of each renewal term (if any). In any event, Lessee has the option to terminate this Lease or subsequent renewal lease terms (if any) under the terms and conditions provided under said ARTICLE 5; 5.01 of this Lease Agreement.

This Schedule is agreed to as being effective on September 15, 2014 (the "Effective Date"), and is attached to, and incorporated as, an integral part of that certain COPY MACHINE LEASE AND SERVICE AGREEMENT between the parties dated September 15, 2014.

LESSOR

FRANK DUSTIN OFFICE SUPPLY, INC.

By 

Printed Name Johnny L. Stewart

LESSEE

WISE COUNTY, TEXAS

By 

Printed Name Glenn Hughes



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 565.360.4911
fax: 818.454.3399

www.everbridge.com

QUOTATION

Quote Number: 00012642

Confidential

1 of 2

Prepared for: Susan Gomez
County of Wise, Texas
, TX
555-1212
gomezs@sheriff.co.wise.tx.us

Quotation Date: September 3, 2014
Quote Expiration Date: September 30, 2014
Rep: Ethel Olague
(818) 230-9752
ethel.olague@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Start Date: October 1, 2014
Contract End Date: September 30, 2015

MN Contacts up to: 69,930
MN Households up to: 27,000

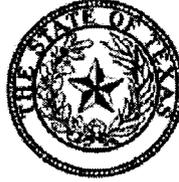
ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$21,000.00	\$19,000.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$3,120.00	\$1,500.00

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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

KYLE L. JANEK, M.D.
EXECUTIVE COMMISSIONER

August 21, 2014

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return one copy to this unit as soon as possible.** Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

PLEASE NOTE: Return one copy of the contract in its entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:

Health and Human Services Commission
Procurement and Contracting Services
909 West 45th Street
Austin, TX 78756
MC 2020

Physical Address for Overnight Mail:

Health and Human Services Commission
Procurement and Contracting Services
909 West 45th Street
Austin, TX 78756
MC 2020

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact **Keith Warren** at (512) 776-2151 or via email at keith.warren@bhsc.state.tx.us.

Sincerely,

Keith Warren, Contract Specialist
Procurement and Contracting Services

Enclosures

RECEIVED
AUG 23 2014

BY: CCD

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-046041-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency) DSHS Program Vital Statistics Unit and WISE COUNTY (Receiving Agency).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.
2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.
3. **Term of the Contract.** This Contract begins on September 1, 2014 and ends on August 31, 2016. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
4. **Authority.** Performing Agency enters into this Contract under the authority of Texas Health and Safety Code Chapter 1001 and Texas Government Code Chapter 791.
5. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Exhibits, if applicable

This Contract may be modified within the Contract period by written amendment signed by the Parties.

6. **Statement of Work.**

- a. Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.
- b. Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

- c. Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - d. Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:
 - i. Normal key-entry errors in spellings;
 - ii. Accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and
 - iii. The event year does not exist on the system.
 - e. Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.
 - f. Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
 - g. Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
 - h. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
 - i. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
 - j. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
7. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services
Address: 1100 West 49th Street
Austin, Texas 78756-3199
Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service:

- A. Receiving Agency agrees to reimburse Performing Agency \$1.83 (for each Certification of Vital Record printed as a result of searches of the database.
- B. Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency.
- C. Receiving Agency may only charge additional fees as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract. Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that it has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. **Terms & Conditions.**

A. **Federal and State Laws, Rules and Ordinances.** Parties shall comply with all applicable federal and state statutes, rules and regulations.

B. **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

C. **Exchange of Client-Identifying Information.** Except as prohibited by other law, Receiving Agency and Performing Agency shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code §614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

D. **Records Retention.** DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

E. **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or

invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

F. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

G. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

H. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

J. Inspections.

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

L. Credits. Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

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

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

WISE COUNTY

By: [Signature]
Signature of Authorized Official

By: [Signature]
Signature

8/20/2014
Date

9/15/14
Date

Ed House

Glenn Hughes County Judge
Printed Name and Title

Chief Operating Officer

Ed.House@dshs.state.tx.us

200 N Trinity / PO Box 359
Address

Decatur, TX 76234
City, State, Zip

940-627-3351
Telephone Number

sherry.lemon@co.wise.tx.us
E-mail Address for Official Correspondence

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NEED APPROVAL

September 2, 2014

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

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

Dear Stenograph Customer,

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

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

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

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

Tear off bottom of this sheet to return with payment.

Customer No.: 83293	E-mail:		
Name: Wise County of Texas			
Contract No. SQ099787	Agreement Dates : 10/30/14 - 10/29/15		
Number & Type of Support Covered:	1	Software Support	
Type of Support:	Unique Identifier:	Begin Date:	Amount:
BUSINESS HR SUPPORT	SI094259	10/30/14	619.00

Four easy ways to renew your support agreement !			
Online at www.stenograph.com	83293: SQ099787		
Call 1-800-323-4247 (Credit Card Payment)	Total:	619.00	
Fax to 1-630-532-5700 (Credit Card Payment)	Tax:	0.00	
Mail a check in the enclosed envelope	Total Amount:	619.00	
<input checked="" type="checkbox"/> Check Enclosed (Make Check for \$ 619.00 payable to Stenograph, L.L.C.)			
<input type="checkbox"/> Visa	<input type="checkbox"/> American Express	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover
Card #.	□□□□ - □□□□ □□□□ - □□□□		
Exp. Date:	_____ - _____		
Signature:	Date:		

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

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

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

14g

NEED APPROVAL

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

MAINTENANCE AGREEMENT

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Wise County Jail ("Customer") on the 1st day of October, 2014.

CUSTOMER BILLING ADDRESS

Wise County
Customer Name
P.O. Box 899
Mailing Address
Decatur, Texas 76234
City, State, Zip Code
Diana Alexander (Contract Administrator)
Phone 940-627-3312
Name and Telephone No. of Contact
Email Diana.alexander@co.wise.tx.us

LOCATION OF CUSTOMER EQUIPMENT

Wise County Jail
Name of Location
200 Rook Ramsey Dr.
Physical Address
Decatur, Texas 76063
City, State, Zip Code
Rich Denney 940-627-5971 fax 940-627-3797
Name and Telephone No. of Contact
Email denneyr@sheriff.co.wise.tx.us

SCOPE OF SERVICES

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2014			
Kohler	G	350 REOZV	2019089

*G = Generator, T = Transfer Switch, O = Other

Frequency of Service	
One annual Pm service per our exhibit A	\$695.00
Three quarterly inspection services per our exhibit A \$250.00 each 3 x \$250.00 = \$750.00	
If required a 2 hour load bank test at time of one of the above scheduled visits please add .	\$1140.00

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1445.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.

Customer

By: Ed Rogers email ed.rogers55@yahoo.com By: _____
Title: Preventive Maintenance Sales Title: _____
Date: 8 September 2014 817-658-6743 Date: _____

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition.
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.
.
Oil sample analysis \$45.00 each.
Fuel sample analysis \$132.00each.
Coolant sample analysis \$88.00 each.

14g

NEED APPROVAL

DUSTIN OFFICE MACHINES
105 E. California
Gainesville, TX 76240

FULL COVERAGE COPIER MAINTENANCE AGREEMENT

It is agreed that DUSTIN OFFICE MACHINES is authorized to furnish Maintenance Service on business machines in order to keep them in satisfactory condition and prolong their operating efficiency. The model(s) and serial number(s) are listed below. This Maintenance Service will consist of the following:

1. ALL PARTS, LABOR and TONER necessary to keep equipment in proper operating condition at NO CHARGE, except PAPER AND STAPLES. Repairs caused by accident, abuse, reconditioning, alteration, or Electronics damaged by electrical power surges, or electrical current fluctuations are not covered under the normal conditions of this service agreement.
2. Emergency service calls are restricted to regular business hours.
3. If machine is required to be taken from customer's office, a loan machine will be furnished upon request at no charge.

THIS AGREEMENT WILL NOT BE IN EFFECT UNTIL MACHINE(S) IS PROTECTED BY A SURGE PROTECTOR EQUIVALENT TO A PANAMAX COPYMAX OR EFI SYSTEM. THE SURGE PROTECTOR MUST BE INSPECTED AND APPROVED BY A DUSTIN TECHNICIAN.

THIS AGREEMENT WILL REMAIN IN FORCE UNTIL CANCELED BY EITHER PARTY BY WRITTEN NOTICE TO THE OTHER. IT WILL BE CHARGED AUTOMATICALLY EACH YEAR.

NAME: WISE COUNTY 271 JUDICIAL DISTRICT COMMUNITY SUPERVISION & CORRECTIONS DEPT.

ADDRESS: 105 EAST WALNUT - DECATUR, TX 76234

SERIAL NO.	MODEL NO.	TYPE OF MACHINE	PRICE
AJK3114080	COPYSTAR 3035	COPIER	\$1,350.00 YEARLY
	COPY COUNT: <u>313,666</u>		
AAH3060541	COPYSTAR 2530	COPIER	
	COPY COUNT: <u>484,252</u>		

This agreement is for up to 90,000 copies yearly, \$.0150 per copy over 90,000 copies. The above Maintenance Service, we agree to pay DUSTIN OFFICE MACHINES \$1,350.00 yearly.

The above agreement is to remain in force from 09-28-2014 to 09-28-2015 and will be renewed from year to year at the then current yearly rate not to exceed 10% per year until canceled by either party.

The above service agreement is void if machines are serviced by any other than those employed by DUSTIN OFFICE MACHINES.

FULL COVERAGE AGREEMENT EXPIRES WHEN MACHINE REACHES SIX YEARS OF AGE if renewed each year at the then current yearly rate. After this date, when in the company's opinion, an overhaul becomes necessary, an itemized estimate covering parts and labor will be presented for approval before work is started.

WISE COUNTY 271 JUDICIAL DISTRICT COMMUNITY
SUPERVISION & CORRECTIONS DEPT

BY

DUSTIN OFFICE MACHINES

BY



DUSTIN OFFICE MACHINES

105 E. California
Gainesville, TX 76240

FULL COVERAGE COPIER MAINTENANCE AGREEMENT

It is agreed that DUSTIN OFFICE MACHINES is authorized to furnish Maintenance Service on business machines in order to keep them in satisfactory condition and prolong their operating efficiency. The model(s) and serial number(s) are listed below. This Maintenance Service will consist of the following:

1. ALL PARTS, LABOR and TONER necessary to keep equipment in proper operating condition at NO CHARGE, except PAPER AND STAPLES. Repairs caused by accident, abuse, reconditioning, alteration, or Electronics damaged by electrical power surges, or electrical current fluctuations are not covered under the normal conditions of this service agreement.
2. Emergency service calls are restricted to regular business hours.
3. If machine is required to be taken from customer's office, a loan machine will be furnished upon request at no charge.

THIS AGREEMENT WILL NOT BE IN EFFECT UNTIL MACHINE(S) IS PROTECTED BY A SURGE PROTECTOR EQUIVALENT TO A PANAMAX COPYMAX OR EFI SYSTEM. THE SURGE PROTECTOR MUST BE INSPECTED AND APPROVED BY A DUSTIN TECHNICIAN.

THIS AGREEMENT WILL REMAIN IN FORCE UNTIL CANCELED BY EITHER PARTY BY WRITTEN NOTICE TO THE OTHER. IT WILL BE CHARGED AUTOMATICALLY EACH YEAR.

NAME: WISE COUNTY 271 JUDICIAL DISTRICT COMMUNITY SUPERVISION & CORRECTIONS DEPT.

ADDRESS: 105 EAST WALNUT - DECATUR, TX 76234

SERIAL NO.	MODEL NO.	TYPE OF MACHINE	PRICE
C12GP2CS	COPYSTAR 4050	COPIER	\$1,250.00 YEARLY
	COPY COUNT: <u>366,685</u>		
BRIDGEPORT	COPYSTAR 3530	COPIER	
	COPY COUNT: <u>528,535</u>		

This agreement is for up to 118,000 copies yearly, \$.0125 per copy over 118,000 copies. The above Maintenance Service, we agree to pay DUSTIN OFFICE MACHINES \$1,250.00 yearly.

The above agreement is to remain in force from 09-28-2014 to 09-28-2015 and will be renewed from year to year at the then current yearly rate not to exceed 10% per year until canceled by either party.

The above service agreement is void if machines are serviced by any other than those employed by DUSTIN OFFICE MACHINES.

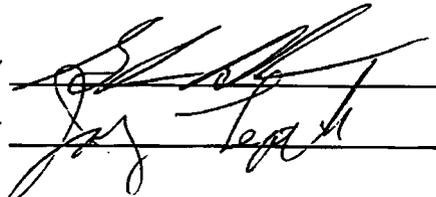
FULL COVERAGE AGREEMENT EXPIRES WHEN MACHINE REACHES SIX YEARS OF AGE if renewed each year at the then current yearly rate. After this date, when in the company's opinion, an overhaul becomes necessary, an itemized estimate covering parts and labor will be presented for approval before work is started.

WISE COUNTY 271 JUDICIAL DISTRICT COMMUNITY
SUPERVISION & CORRECTIONS DEPT

BY

DUSTIN OFFICE MACHINES

BY



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NEED APPROVAL

HOLT COMPANY OF TEXAS
TOTAL MACHINE VALUE ASSURANCE EXTENDED WARRANTY

Warranty is offered by HOLT CAT OR CAT INSURANCE WARRANTY.

These guarantees apply to:

Caterpillar model 930K

S/N RHN03192

Delivered to Wise County Pct 1

Delivery date 8/25/2014

Dealer provides the following guarantees on this registered Caterpillar machine from the date of initial delivery and expiring when the machine reaches 36 months from that date, or 2,000 hours, whichever occurs first.

TOTAL MACHINE WARRANTY

This machine is warranted to be free from defects in material and workmanship during the life of the warranty period.

This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. An authorized Caterpillar Dealer must perform all warranty repairs. Customer shall pay all machine transportation costs or field service travel expenses to and from this location. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement or service or wear items.

Holt Scheduled Oil Sampling (SOS) is included at no charge with this warranty. You are responsible for taking oil samples and returning them to Holt at the intervals designated on this form or you will forfeit your coverage under this limited warranty.
____ (customer initial)

OIL SAMPLING PROCEDURES

Engine 250hrs

All other compartments 500hrs

GENERAL CONDITIONS AND LIMITATIONS

Replacement parts provided are warranted for the remainder of the warranty period to the product in which installed.

The machine may not be altered or modified in any manner, which affects the mechanical operations as designated by Caterpillar Inc.

Machine repairs necessitated by misuse, abuse, negligence, or use of the machine beyond its rated capacities are not covered

GENERAL CONDITIONS AND LIMITATIONS (continued)

Machines, which have been substantially damaged by collision, accident, flood, fire, vandalism, or similar occurrence, are not covered.

Delays resulting from strikes (Caterpillar, dealer, supplier, or carrier), acts of God or other occurrences beyond dealer's reasonable control are not covered.

Failure by owner or operator to perform required service and maintenance as defined by Manufacturer's Warranty, voids coverage on said equipment.

Machine transportation cost to and from the designated facility will be the customer's responsibility.

These guarantees are made by the named Caterpillar dealer exclusively and are not binding on Caterpillar Inc. or any other Caterpillar dealer.

Caterpillar Inc. conducts Product Improvement Programs to improve machines sold to users. In the event a machine enrolled in "VA" is subject to such a program the extended warranty will not apply to that improvement; however Dealer will endeavor to schedule such product improvement at the user's convenience.

REMEDIES UNDER THE WARRANTY ARE LIMITED TO REPAIRS SPECIFICALLY PROVIDED. DEALER SHALL IN NO EVENT BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS, OR EXPENSES CLAIMED BY YOU, INCLUDING BUT NOT LIMITED TO: LOSS FROM FAILURE OF THE MACHINE TO OPERATE FOR ANY PERIOD OF TIME, AND ALL OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ALL PERSONAL INJURY AND PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY WHATSOEVER. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY DEALER WHETHER EXPRESSED OR IMPLIED BY LAW. WITHOUT LIMITED THE GENERALITY OF THE FOREGOING, DEALER MAKES NO WARRANTY OR MERCHANTABILITY OR FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

I understand and agree with the above stated "VA" Total Machine Warranty

Company _____

Date _____

Customer Authorized Signature _____

Date _____

Holt Company Authorized Signature _____

14g

NEED APPROVAL

STERLING

STERLING SOLUTIONS, INC.

**5815 1/2 Waters Avenue
Savannah, GA 31404
1-800-673-9315**

INVOICE DATE: 8/4/14

INVOICE NO: 01843-045

SOLD TO:

Wise County Veterans Service Office
PO Box 1567
205 N. State Street
Decatur, TX 76234-6148

SHIP TO:

Wise County Veterans Service Office
PO Box 1567
205 N. State Street
Decatur, TX 76234-6148

ACCOUNT NO.	PURCHASE ORDER NO.	SHIP DATE	F.O.B. Destination	TERMS Upon Receipt
01843				

Quantity	Description	Unit Price	Total Price
1	VIMS Maintenance Agreement for One Year	700	700.00

ENTERED

AUG 12 2014

I hereby certify that the goods/services described have been used in the services of Wise Co. Tx. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

Signature/Date:

Sterling Solutions, Inc.
5815 1/2 Waters Ave.
Savannah, GA 31404

SUB TOTAL:	700.00
SALES TAX:	N/A
AMOUNT DUE:	\$ 700.00

THANK YOU FOR YOUR BUSINESS!

Laura Spain
8/8/14

14g

NEED APPROVAL

JANITORIAL CONTRACT
FOR THE
BRIDGEPORT ADULT PROBATION OFFICE

STATE OF TEXAS

WISE COUNTY

FY 2014-2015

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

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

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

TERMS

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

AGREED by Kathy Boswell on the 5th day of August

Signature: Kathy Boswell

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 15th day of September, and

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

County of Wise, Texas

Signature: [Signature]

Wise County Judge

Approved:

Signature: Cheryl Lovitt

Wise County Adult Probation

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SCHEDULE A
Accurint for Law Enforcement
(Transactional)

Agency (Customer) Name: Wise County Fire Marshal
Billgroup #: _____
LN Account Manager: Jackie Koski

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

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning 10/1/2014 ("Initial Term"), and shall automatically renew for additional periods of twelve (12) months ("Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

- 2.1 Customer shall pay the prices detailed in the attached price schedule.
- 2.2 Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$50.00 ("Monthly Minimum Commitment").

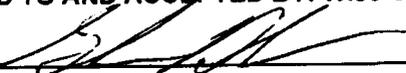
3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **9/20/2014**.

4. CONFIDENTIAL INFORMATION

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

AGREED TO AND ACCEPTED BY: Wise County Fire Marshal

Signed: 
Name: Glenn Hughes
Title: County Judge
Date: 9/15/14



LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name) REQUIRED Wise County Fire Marshal
Physical Address* 206 S. State Street State Texas Zip 76234
City Decatur Main Agency Phone Number* 940-627-5870 Fax 940-627-3017 Web Address www.co.wise.tx.us

* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address _____
City _____ State _____ Zip _____

IP Address** 173.239.125.187
IP Address Range** From _____ To _____

** If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyip.com>

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last Name Beard First Name Chuck Middle Initial A
Title Fire Marshal Telephone 940-627-5870 Email Address firemarshal@co.wise.tx.us
Admin IP Address 173.239.125.187

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

- 1. First five (5) digits of your Social Security Number 46257
- 2. Full date of birth 05/25/1965
- 3. Home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____ Email Address _____
Admin IP Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

- 1. First five (5) digits of your Social Security Number _____
- 2. Full date of birth _____
- 3. Home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.
 Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name McMaster New Holland Contact Karen
 Address P.O. Box 535 State TX Zip 76234
 City Decatur Fax 940-627-6671
 Phone 940-627-2198 Account Number (if applicable) _____
 Email _____

Company Name _____ Contact _____
 Address _____ State _____ Zip _____
 City _____ Fax _____
 Phone _____ Account Number (if applicable) _____
 Email _____

SECTION C: AGENCY INFORMATION (select one)
 Federal Government Federal Law Enforcement State Government State Law Enforcement
 Local/Municipal Government Local/Municipal Law Enforcement
 Other (Specify) _____

SECTION D: PURPOSE OF USE
 Describe Investigations

SECTION E: ACCESS (select all that apply)
 Server (system to system) Internet/PC Fax Phone
 Other _____

SECTION F: SITE VISIT INFORMATION
 A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.
 Site Visit Contact Chuck Beard Contact Phone 940-627-5870
 Contact Email firemarshal@co.wise.tx.us

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
 Credit Card Statement Address _____ State _____ Zip _____
 City _____
 Card Type: MasterCard Visa American Express
 Card Number _____ Expiration (MM/YY) _____

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. ***If credit card billing is elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: _____
 Print Name _____
 Title _____
 Dated _____ (mm/dd/yy)

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

BILLING CONTACT

Last Name McCuiaston First Name Ann Title County Auditor
 Telephone 940-627-5744 Email Address auditor@co.wise.tx.us
 Billing Address P.O. Box 899
 City Decatur State TX Zip 76234

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____
 Sales Tax Exempt No Yes If Yes, provide proof of exemption.

PART 4 - PERMISSIBLE USE CERTIFICATIONS

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to Part 4, Section C.

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION B: DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).

<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data (proceed to Part 5).
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Fire Marshal

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	No authorized use.
<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of the LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of this Agreement or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksuppl/, Customer agrees to comply with the

Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, the Risk Supplemental Terms and then the L&P Terms.

(vii) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(viii) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(x) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(viii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly

basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A (hereinafter "Schedule(s) A"), such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Schedule A may be updated from time to time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" including without limitation pricing information applicable to this Agreement. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with

respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial, if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the municipal, state, or federal law(s) applicable to such agency, without effect to conflicts of law principles.

12. **ASSIGNMENT.** Neither this Agreement nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (FOR PURPOSES OF INDEMNIFICATION BY CUSTOMER, WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.

15. **INDEMNIFICATION.** To the extent permitted by applicable state or federal law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably

request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER CHANGES.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

27. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature

Print Name

Title

Dated



Glenn Hughes

County Judge

9/15/4 (mm/dd/yy)

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NEED APPROVAL



Vehicle Information - Please print all information

COMPANY NAME: Wise County EMS Acct: _____

PLATE: 1084670 State TX TollTag Issued: _____
 Init # 1 Year: 2009 Make: Chevy - Ambulance Model: 4500 Color: Red Axles: 2
 Vehicle registered to dept: Vehicle NOT registered to dept: Vehicle registered to an individual (Paperwork provided): Undercover vehicle:

PLATE: 1116965 State TX TollTag Issued: _____
 Init # 2 Year: 2011 Make: Dodge - Ambulance Model: 4500 Color: Red Axles: 2
 Vehicle registered to dept: Vehicle NOT registered to dept: Vehicle registered to an individual (Paperwork provided): Undercover vehicle:

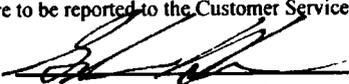
PLATE: 1159181 State TX TollTag Issued: _____
 Init # 3 Year: 2012 Make: Ford - Ambulance Model: 450 Color: Red Axles: 2
 Vehicle registered to dept: Vehicle NOT registered to dept: Vehicle registered to an individual (Paperwork provided): Undercover vehicle:

PLATE: 1138166 State TX TollTag Issued: _____
 Init # 4 Year: 2012 Make: Ford - Ambulance Model: 450 Color: Red Axles: 2
 Vehicle registered to dept: Vehicle NOT registered to dept: Vehicle registered to an individual (Paperwork provided): Undercover vehicle:

PLATE: 1055143 State TX TollTag Issued: _____
 Init # 5 Year: 2009 Make: Chevy - Ambulance Model: 4500 Color: Red Axles: 2
 Vehicle registered to dept: Vehicle NOT registered to dept: Vehicle registered to an individual (Paperwork provided): Undercover vehicle:

PLATE: 1023600 State TX TollTag Issued: _____
 Init # 6 Year: 2007 Make: Chevy - Ambulance Model: 4500 Color: Red Axles: 2
 Vehicle registered to dept: Vehicle NOT registered to dept: Vehicle registered to an individual (Paperwork provided): Undercover vehicle:

PLATE: 1037040 State TX TollTag Issued: _____
 Init # 7 Year: 2008 Make: Chevy - Ambulance Model: 4500 Color: Red Axles: 2

I agree to use the non-revenue TollTag issued to me only as authorized by the North Texas Tollway Authority and only with the vehicle listed above.
 (Lost/Stolen tags are to be reported to the Customer Service Center within two (2) working days.)
 Signature of Recipient:  Date: 9-15-14

Make additional copies of this page as needed to add more vehicles to the account.

Department use Only

TollTag Office Use Only
 Account# _____ Clerk ID _____
 Date Issued _____ Initials _____

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RENEWALS

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Hired Hands-Sign Language Interpreter for Courts**
- 2. Weatherford College Lease**
- 3. Dustin Copier-JP1, JP3, EMS**

CANCELLATIONS

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Century Link Maintenance on SO phones**

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**CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS
AND THE RHOME PUBLIC LIBRARY FOR
SERVICES AS A COUNTY LIBRARY**

STATE OF TEXAS

COUNTY OF WISE

FY 2014-2015

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Rhome Public Library, (hereinafter called "Library"), an established Public Library located in the City of Rhome, Texas.

WITNESSETH:

WHEREAS, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

WHEREAS the Library has and maintains an established free library which is capable of and is serving the City of Rhome, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

WHEREAS the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay annually out of current available funds to the Library the sum of \$14,642.86 plus an amount equal to 4.98 percent of \$102,500.00.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Rhome Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

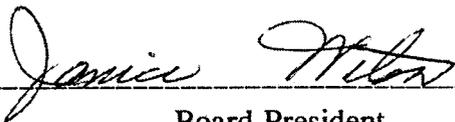
6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

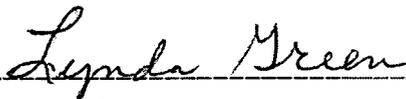
7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice

of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2014 and ending September 30, 2015.

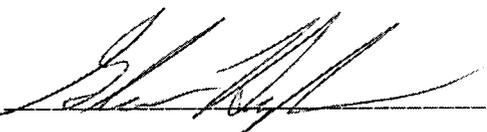
APPROVED by the governing body of the Rhome Public Library, Texas in a meeting held on the 10th day of September, 2014 and executed by the Board President of that governing body and the Librarian of the Rhome Public Library, pursuant to a Resolution of the governing body.

BY: 
Board President

BY: 
Librarian

APPROVED by the Commissioners' Court of Wise County, Texas, in a meeting held on the 25 day of August, 2014 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: 
County Judge

Mg

FULLY EXECUTED

Continuing Education



INSTRUCTIONAL PARTNERSHIP AGREEMENT

Between

Wise County Sheriff's Department and Weatherford College

This is an instructional partnership agreement between Weatherford College and Wise County Sheriff's Department. This agreement is effective from September 1, 2014 through August 31, 2015, between Wise County Sheriff's Department, 200 Rook Ramsey, Decatur, TX 76234 and Weatherford College-Wise County, 5180 US HWY 380, Bridgeport, TX 76426. The agreement may be extended or canceled by either party with thirty (30) days written notice.

Contact person: Blake Walls, Training Coordinator

Address: Wise County Sheriff's Department
200 Rook Ramsey
Decatur, TX 76234

Telephone Number: 940-627-5971

Email Address: wallsb@sheriff.co.wise.tx.us

WHEREAS, Wise County Sheriff's Department wishes to enter into contract with Weatherford College Workforce Education and provide eligible students training in the area of Law Enforcement. The courses are listed in an attachment. All courses are assigned Workforce Education Course Manual (WECM) numbers and are entitled to receive TCOLE certification if requested by partnering agency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties enter into this agreement:

TRAINING AND CLASSES: Students successfully completing designated course(s) will be awarded certificates of completion earning Continuing Education Units (CEUs) from Weatherford College.

Students completing designated course(s) will receive a grade of Satisfactory (S) or Unsatisfactory (U), which will be recorded on the student's official Weatherford College transcript.

Weatherford College-Wise County (Will Provide):

- Registration of students
- Weatherford College Continuing Education Certificates of Completion
- Administration of program
- Approval of Curriculum/Syllabus
- Summary of evaluations of course(s) and instructor(s)
- Classroom (if requested)
- Instructor (upon approval of Weatherford College at additional cost)
- Report training hours to TCOLE
- Other: _____

Wise County Sheriff's Department (Will Provide):

- Instructor of Record (upon approval of Weatherford College)
- Instruction (upon approval of Weatherford College)
- Curriculum (upon approval of Weatherford College)
- Other: _____

Weatherford College will provide instructional services for stated course offering(s). WC will retain sole and direct control of all courses offered to Wise County Sheriff's Department. Weatherford College 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, that assure the integrity and success of the endeavor. 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. Weatherford College maintains the right to approve of any and all third party involvement of instruction.

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

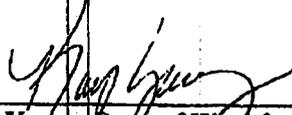
Wise County Sheriff's Department
200 Rook Ramsey,
Decatur, TX 76234

or

Weatherford College-Wise County
5180 US HWY 380
Bridgeport, TX 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's Department law enforcement officers will be hired 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. **CONTRACT INSTRUCTION COST:** Weatherford College will enroll Wise County Sheriff's Department 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.

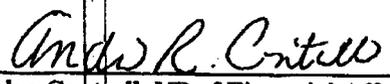
Recognizing the importance of our endeavor and in the spirit of cooperative effort and mutual benefit, we are pleased to enter the Agreement.



Kay Young, Dean of Workforce & Economic Development
Weatherford College

Date

8-13-14



Andra Cantrell, VP of Financial Affairs
Weatherford College

Date

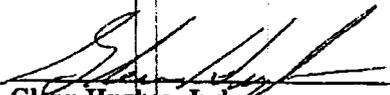
8/13/14



David Walker, Sheriff
Wise County Sheriff's Department

Date

7/21/14



Glenn Hughes, Judge
Wise County Judge

Date

7-28-14

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FULLY EXECUTED



TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:
End User # 00585501
WISE CTY EMS
1101 W ROSE AVE
DECATUR, TX 76234

Bill To # 00585501
WISE CTY EMS
1101 W ROSE AVE
DECATUR, TX 76234

This Technical Service Support Agreement begins on 10/1/2014 and expires on 9/30/2015.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached.

Price of coverage specified on Schedule A is \$20,189.00 per term, payable in a One Time installment.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer: Wise County

By: [Signature]

By: [Signature]

Title: Contract Analyst

Print: Glenn Huyhrs

Date: August 26, 2014

Title: County Judge

Date: 8-25-14

Purchase Order Number: none

Territory Rep: WECC58
Billy Durbin
Phone: 4258672534
FAX: 800-772-3340

Customer Contact:
CHARLES DILLARD
Phone: (940) 627-2002
FAX:

Reference Number: CS8-2347
Printed: 8/19/2014

Renewal
Page 1 of 6

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) the end of the useful life of the battery as set forth in the applicable Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

Reference Number: C58-2347
Printed: 8/19/2014

Renewal
Page 2 of 6

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Billy Durbin, WECC58
 District: SOUTHWEST
 Phone: 4258672534
 FAX: 800-772-3340

Equipment Location: WISE CTY EMS, 00585501
 1101 W ROSE AVE
 DECATUR, TX 76234

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000052	38162580	1	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38162588	2	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000014	38164395	3	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164407	4	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164423	5	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164428	6	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164434	7	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125003	8	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125004	9	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125060	10	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125063	11	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125064	12	10/1/2014	9/30/2015	1
LUCAS US	3302430-000	30113324	13	10/1/2014	9/30/2015	1
LUCAS US	3302430-000	30113325	14	10/1/2014	9/30/2015	1

** Denotes an inventory line that has changed since the last contract revision or addendum

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LUCAS® 1 Chest Compression System Services
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Comprehensive Service (Ship-In Service Only)

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Plus Service (Ship-in Service Only)

- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Preventative Maintenance Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
 - o Replacement of one (1) LUCAS 2 battery every three (3) years for each LUCAS 2 listed on Schedule A, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
 - o Replacement of one (1) LUCAS 2 battery every three (3) years for each LUCAS 2 listed on Schedule A, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

14g



AGREEMENT FOR PROFESSIONAL SERVICES

Date: September 3rd, 2014

Client: Wise County Commissioners Court
County Judge Glenna Hughes
PO Box 899
Decatur, TX 76234
P 940-627-3312

Project Name and Location: Wise County Law Enforcement Center Roof Repair
200 Rook Ramsey Drive Decatur, TX 76234

As requested, EIKON Consultant Group, LLC (EIKON) is pleased to submit this proposal for professional engineering services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule and Fee are outlined below.

General Project Description:

We understand that the project includes evaluation of the existing Wise County Law Enforcement Center roof and recommendations for repair or replacement. The building is approximately 10 years old and consists primarily of pre-engineered metal building frames with a standing seam metal roof. The roof has been experiencing numerous water infiltrations over the life of the building. There has also been an evaluation of the roof damage for insurance purposes in February 2014 that noted potential replacement of the roof.

Upon visual observation on August 26th there may be some roof structure repair necessary as well. Several purlins were noted to have deflection and rotation that could be contributing to the roof issues. It was also evident water infiltration has occurred to the point of rusting and staining the purlins, beams and other building elements. It is not known at this time if things such as mold or water barrier, insulation and roof sheathing elements have been damaged to the point of removal or remediation.

EIKON plans to evaluate the existing roof and roof structure through visual observation in addition to the original design documents including plans and specifications to determine the options for repair or replacement of the roof and repairs as necessary to the roof structure. We also plan to review as-built construction documents and shop drawings. Upon determination of the options we will review them with the County to determine the best approach for the design documents. EIKON will prepare the plans and specifications to issue for bid and assist with selection of the contractor and oversight during construction.

Scope of Services (Exhibit A):

Descriptions of Specific Services:

Design Services

- Discovery including visual observations and review of existing design and construction documents
- Determination of repair or replacement options
- Prepare Plans including details and sections for chosen option including the roof and the roof structure
- Prepare specifications
- Attend (4) meetings with the County
- Perform (4) site observation visits

Construction Administration Services

- Submit plans for permitting
- Bidding Assistance including answering questions during bid and evaluating contractor bids

- Checking shop drawings
- Construction Kickoff Meeting and bi-weekly Site Meetings with Contractor and County
- Answering RFIs
- Clarification Drawings as Required
- Review Payment Applications
- Site Observations
- Project Close Out

Assumptions:

- The roof repair or replacement is limited to the Wise County Law Enforcement Center only not the other buildings noted in the February 2014 report.
- Client will provide necessary information for timely completion of the project including existing design and construction documents.
- Non-destructive testing will be used during assessment. Should the County desire to have destructive testing at any point during design it will be additional services and may need to be performed by a demolition company.
- Asbestos investigation is not necessary due to age of the building and assumed scope of work. Should the City require an asbestos report during permitting it will be additional services.
- Ceiling tiles were noted throughout the interior to be damaged. It is assumed the County will replace these tiles. Should the County desire at any point in design to have EIKON assist with any interior work it will be additional services.
- Special inspections will be performed by a third party company.
- Permitting and all regulatory fees will be paid by the County.

Schedule Exhibit B:

The construction documents will be completed within the time frame set forth for the project as determined through initial meetings with the County assuming timely delivery of information required to complete the services.

Fee Exhibit C

Fee structure is based on a percentage of the construction cost at a rate of 7.0%. Construction costs are assumed to be between \$1,100,000.00 and \$1,500,000.00 based on roof replacement and roof structure potential repairs. It should also be considered elements such as damaged roof sheathing may be discovered due to excessive water infiltration that could affect the construction costs.

For billing, our fee will be based on construction costs of \$1,200,000.00. The fee will be adjusted to the actual costs once the bid for construction is accepted. **Therefore, initial billing will be $0.07 * \$1,200,000.00 = \$84,000.00$**

The project will be invoiced at the completion of each phase of the project or on a monthly basis.

Reimbursable expenses will not exceed: **\$10,000**

Out of pocket expenses will be billed at cost plus 10%, subcontract costs will be billed at cost plus 10%.

Fee to be paid within 30 days after the delivery of an invoice from EIKON.

Notice to Proceed:

EIKON must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B and C are those identified above. Thank you for considering EIKON, Inc. for

your engineering services. We look forward to working with you and your staff on this project. Should you have any questions on this proposal, do not hesitate to contact us.

EIKON
SHORT FORM AGREEMENT

THIS AGREEMENT is made this August 27, 2014 by and between EIKON Consultant Group, LLC (hereinafter "EIKON") and Wise County (hereinafter "Client"). Client and EIKON, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of EIKON - EIKON agrees to provide the professional services described in Exhibit A (hereinafter the "Services").
2. Schedule of Services - EIKON shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B.
3. Responsibilities of Client - Client shall furnish or make available to EIKON any and all of its records, maps, or other data which are pertinent to EIKON's work. Client shall authorize and assist EIKON in obtaining any such pertinent information from other public and private sources. EIKON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. EIKON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
4. Compensation - As compensation for the performance of the Services, Client shall pay EIKON its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice. EIKON shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.
6. Relationship of Parties - EIKON is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.
7. Assignment - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or EIKON without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.
8. Standard of Care - The standard of care for all professional engineering and related Services performed or furnished by EIKON under this Agreement will be the care and skill ordinarily used by the members of EIKON's profession practicing under similar conditions at the same time and in the same locality. EIKON makes no warranties, express or implied, under this Agreement or otherwise, in connection with EIKON's Services.
9. Insurance - EIKON shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim/annual aggregate.
10. Indemnification - Client shall indemnify EIKON, its partners, officers, directors and employees from all claims, damages, losses and expenses, arising out of or in any manner connected with, the performance of the Services to the fullest extent permitted by law.

EIKON shall indemnify Client, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of the performance of the Services to the extent caused by EIKON's negligence.

11. Limitation on Liability - The total liability of EIKON and its partners, principals, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by EIKON under this Agreement or the total amount of 2.0 times the original fee.

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, EIKON's partners, principals, officers, directors, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to EIKON's performance or non-performance of the Agreement. Client will look solely to EIKON for its remedy for any claim arising out of or related to this Agreement

13. Corporate Protection- It is intended by the parties to this Agreement that EIKON's services in connection with the Project shall not subject EIKON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against EIKON, a Texas corporation, and not against any of EIKON's individual employees, officers or directors.

14. No Consequential Damages - In no event shall EIKON be liable to Client or the Client to EIKON for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/EIKON.

15. Hazardous Materials: Suspension of Services - Both parties acknowledge that EIKON's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event EIKON or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to EIKON that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of EIKON's services, EIKON may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this agreement until the client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

16. Hazardous Materials Indemnity - The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless EIKON, its officers, partners, employees and sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of EIKON.

17. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non- payment of EIKON's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

18. Other Agreements - (a) The services to be performed by EIKON are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas; (f) EIKON shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control.

19. Construction Observation - EIKON shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and EIKON, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EIKON to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, EIKON shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by EIKON as Additional Services in accordance with the terms of this Agreement. EIKON shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. EIKON shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. EIKON does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

EIKON

CLIENT

By: Brad Isbell
Name: Brad Isbell, PE
Title: President
Date: September 3rd, 2014

By: [Signature]
Name: Glen Dupher
Title: County Judge
Date: 9/3/14

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FULLY EXECUTED

AGREEMENT FOR MEDICAL SERVICES

THE STATE OF TEXAS §

COUNTY OF WISE §

FY 2014-2015

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

WITNESSETH

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

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

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

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

DOCTOR'S OBLIGATIONS

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

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

COUNTY'S OBLIGATION

The COUNTY shall provide:

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

TERM AND TERMINATION

The term of this agreement shall commence October 1, 2014 and end on September 30, 2015, subjecting to the budgeting process of the County for the fiscal year 2014 -2015. Notwithstanding the above, either the County Commissioners Court or the Doctor may terminate this Agreement without cause prior to the expiration of the term of this agreement upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of this termination, the Doctor shall submit his termination statement for the month in which the termination occurs in the manner set out above for monthly statements.

CONSIDERATION

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

NONAPPROPRIATION CLAUSE

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

LIABILITY INSURANCE

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

LEVEL OF SERVICE

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

INVESTGATIONS AND LICENSE STATUS

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

NOTICES

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

Wise County Medical
1001 Eagle Dr.
Decatur, Texas 76234

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

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

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

INDEPENDENT CONTRACTOR

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

THIRD PARTY BENEFICIARIES

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

INDEMNIFICATION

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

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

MALPRACTICE INSURANCE

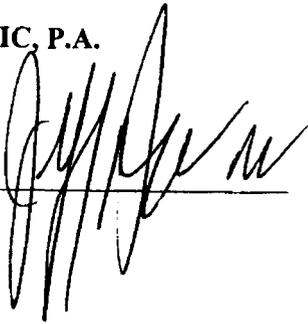
During the term of this Agreement, The Doctor agrees to maintain a medical malpractice insurance policy with limits in the amount of \$100,000.00 per occurrence/incident and \$300,000.00 in the aggregate. Evidence of such coverage shall be submitted to the County at such times as this agreement is effective.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

MISCELLANEOUS PROVISIONS

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

WITNESS OUR HANDS this 28 day of July, 2014.

ALVORD MEDICAL CLINIC, P.A.



WISE COUNTY TEXAS



Glenn Hughes, County Judge

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FULLY EXECUTED

HELEN FARABEE CENTERS
COUNTY OF WISE

AGREEMENT

In order to assure the accessibility of Behavioral Health Services when needed by any resident of Wise County, pursuant to the authority contained in the Texas Health and Safety Code, Section 533,034, the Helen Farabee Centers acting by and through its Executive Director, and Wise County, acting by and through its Commissioner's Court, jointly enter into this agreement in conformity with the following terms and conditions.

The County agrees to:

1. Allow the Helen Farabee Centers to supervise and administer Behavioral Health Services in the center in compliance with appropriate standards (see Number 1 below).
2. Register any complaints or questions with the supervisor regularly at the center, the Director of Behavioral Health Services, and/or Executive Director.
3. Provide County support for Wise County MHC in the amount of \$35,400.00 per year to be paid in one lump sum payment after tax money is received in January.
4. Provide support for the Psychiatric Emergency Services Center grant in the amount of \$15,000.00 annually.
5. Total support will be \$50,400.00 annually. Payment will be mailed to Helen Farabee Centers, Attn: Jackie Kennedy, P.O. Box 8266, Wichita Falls, TX 76307.

Helen Farabee Centers agree to:

1. Provide sufficient staff to offer Behavioral Health Services in the center. All services will be in compliance with the standards set forth in Texas Department of State Health Services Rules and Community Standards.
2. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies, telephone costs to Helen Farabee Centers and other phone calls for administrative purposes, telephone line for facsimile communication, computer support and equipment, and other supplies as may be deemed necessary.
3. Provide services in or from other locations, which include a Crisis Hotline for all local residents, residential options possibly located in other communities, laboratory tests for consumers, psychological testing as required, and continuity of care/discharge planning for those hospitalized.
4. Continually promote and upgrade communications and services allowing both the Community and the Centers to offer better services to residents of the center's catchment area.

It is mutually agreed that:

1. Fees charged and collected from residents for services shall be retained by Helen Farabee Centers. No one is refused services solely on inability to pay.
2. This shall be a continuing agreement until either party desires to revise or cancel the agreement.
3. A review of this agreement will be conducted annually for the purpose of making revisions that might be required. Either party may request an additional review at any time.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance. In the event this agreement is canceled and payment for the full year has been received, Helen Farabee Centers will reimburse the prorated amount for the remainder of the year to Wise County.

Effective September 1, 2014


County Judge _____ Date 5/30/14


Executive Director—HFC _____ Date July 22, 2014

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001108-00



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

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$35,811.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** CPS/CRI CPS - Cities Readiness Initiative

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The Cities Readiness Initiative supports medical countermeasure distribution and dispensing for all-hazards events.

B. In FY15, CDC will implement a new method of evaluating state and local medical countermeasure operational readiness. This new objective assessment is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance. CDC designed the new medical countermeasure assessment tool with input from national partner associations and representatives of state and local medical countermeasure program staff.

C. Contractor will reference the CRI Strategy Document and develop plans and infrastructure so the targeted Metropolitan Statistical Area (MSA) is prepared to provide medical countermeasures to the identified population during a large-scale public health emergency. To accomplish this, the Contractor will meet the requirements of:

1. Capability 8: Medical Countermeasure Dispensing; and
2. Capability 9: Medical Materiel Management and Distribution.

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

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

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

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

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

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Texas Strategic National Stockpile Program Manual
<http://www.dshs.state.tx.us/commprep/sns/ProgramManual.aspx>
3. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf;
4. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
5. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:

<https://www.llis.dhs.gov/HSEEP>;

6. Community Preparedness Section Exercise Team Web Site:

<http://www.dshs.state.tx.us/compred/exercise/>;

7. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):

<http://www.texasprepares.org/survivingdisaster.htm>;

8. Preparedness program guidance(s) as provided by DSHS and CDC;

9. SNS Guidance Version 11;

10. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and

11. CRI Strategy Document.

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

I. The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/cfpm.shtml>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources must be included in the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

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

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

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

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

N. The Contractor will:

1. Provide programmatic reports as directed by DSHS in a format specified by DSHS;

2. Provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;

3. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;
4. Provide the Annual review and update of Point of Dispensing (POD) standards data for submission to SharePoint by April 1, 2015;
5. Complete and submit the Progress Report provided by DSHS to SharePoint two-weeks prior to review, or complete the Operational Readiness Review (ORR) in a report in a format specified by DSHS;
6. Perform and submit metrics on three SNS operation drills and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2015.
 - a. Staff Call Down;
 - b. POD Set-up;
 - c. POD Activation;
 - d. Dispensing Throughput; and
 - e. RealOpt usage;
7. Submit three different data collection sheets and AAR/IP to SharePoint by April 1, 2015. Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2014 to April 1, 2015;
8. Submit a current Multi-Year Training & Exercise Plan that covers FY15 through FY20 to DSHS by September 2, 2014;
9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements;
10. Have plans, processes, and training in place to meet NIMS compliance requirements;
11. An end-of-year performance report in a format specified by DSHS no later than September 30, 2015; and
12. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

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

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

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

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

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

T. If using volunteers as provided in Section S above during FY15, the Contractor will be required to take DSHS training on the TDVR system. Within 60 days of this training, Contractors must either:

1. Request access to the TDVR from DSHS Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
2. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2015 PHEP base award.

B. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

C. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

BILLING INSTRUCTIONS:

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

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

Email: invoices@dshs.state.tx.us

8. Service Area

Wise County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

190300764

This section intentionally left blank.

16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 and June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated (\$29,747) from September 1, 2014 to June 30, 2015.
Contractor is allocated (\$6,064) from July 1, 2015 to August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Allowable Costs and Audit Requirements Article VII, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

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

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

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

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

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

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

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

- a. Contract (this document) 2015-001108-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

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

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

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

Name: Wise County
Vendor Identification Number: 17560012035

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

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

Department of State Health Services

By: David Gruber
Signature of Authorized Official
08/27/2014
Date

David Gruber
Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip
(512) 776-7825
Telephone Number
david.gruber@dshs.state.tx.us
E-mail Address

Wise County

By: Glenn Hughes
Signature of Authorized Official
07/30/2014
Date

Glenn Hughes County Judge
Name and Title
PO BOX 393
Address
Decatur, Texas 76234
City, State, Zip
(940) 627-5743
Telephone Number
cojudge@co.wise.tx.us
E-mail Address

Budget Summary

Organization Name: Wise County

Program ID: CPS/CRI

Contract Number: 2015-001108-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$7,980.00	\$1,161.00	\$0.00	\$9,141.00
Fringe Benefits	\$2,394.00	\$0.00	\$0.00	\$2,394.00
Travel	\$605.00	\$0.00	\$0.00	\$605.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$942.00	\$0.00	\$0.00	\$942.00
Contractual	\$22,500.00	\$0.00	\$0.00	\$22,500.00
Other	\$1,390.00	\$0.00	\$2,420.00	\$3,810.00
Total Direct Costs	\$35,811.00	\$1,161.00	\$2,420.00	\$39,392.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$35,811.00	\$1,161.00	\$2,420.00	\$39,392.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Wise County

Contract Number: 2015-001108-00

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Applicable

Non- Applicable

Signature of Authorized Individual

Glenn Hughes

Date:

07/28/2014

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

4. Certification Regarding Public Access to Compensation Information.

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

Yes No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.

Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

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

FFATA Contact Person #2

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

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

E-Signature	Date
Glenn Hughes	07/29/2014