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FULLY EXECUTED

SEPTEMBER 29, 2014

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

- 1. Diversified Power Systems-Generator SO**
- 2. Holt Cat-Warranty Precinct 1**
- 3. Ritchie Brothers Auction-Loader**
- 4. Wise County Council on Alcohol and Drug Abuse**
- 5. Wise Hope Shelter and Crisis Center**
- 6. Library-Chico**
- 7. Animal Control-Aurora, Runaway Bay, Paradise, New Fairview, Newark**
- 8. Fire Departments-Crafton, Salt Creek, Runaway Bay, Sand Flat,
Decatur, Cottondale**
- 9. Road Repairs-Decatur ISD, Aurora, Alvord ISD, Chico ISD, Boyd ISD, ,
Paradise ISD**

Ag

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 201 | | | |
| 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
Title: Preventive Maintenance Sales
Date: 8 September 2014 817-658-6743

By: 
Title: County Judge
Date: 9-15-14

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. *EJR*
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. |
| |

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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 of 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

Wise County

Company _____ Date 9/15/14

Customer Authorized Signature _____ Date 9/17/14

Holt Company Authorized Signature _____

19g



Ritchie Bros. Auctioneers (America) Inc.
4000 Pine Lake Road, Lincoln, NE USA 68516

402.421.3631 / rbauction.com

CONTRACT TO AUCTION

To: RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

- A. The undersigned (the "Owner") instructs Ritchie Bros. Auctioneers (America) Inc. (the "Auctioneer") to sell, as its agent, the items set out in Clause G below together with any additional items delivered to the site of the auction by Owner (the "Equipment") at an unreserved public auction to be held at Lake Worth, TX on or about September 24-25, 20 14 or at such other place or date as Auctioneer may, at its sole discretion deem appropriate;
- B. The Owner, Guarantor and Auctioneer agree that the terms and conditions of this Contract to Auction shall be those set out hereafter and on page 2 hereof and by executing this Contract Owner and Guarantor extend to Auctioneer the representations and warranties herein;
- C. Owner shall at its cost, deliver the Equipment in a safe condition, in good running order and free of hazardous materials, to the site of the auction as determined by Auctioneer on or before September 18, 20 14; (Owner Initials)
- D. Owner authorizes Auctioneer to supply such glass and parts and to carry out such welding, steam cleaning, sandblasting, painting and other refurbishing and incur expense for the moving, hauling and storage of the Equipment as Auctioneer at its sole discretion determines and all costs plus a surcharge equal to 10% of such amount shall be at the expense of and paid by Owner, provided however, that the liability of Owner pursuant to this paragraph shall not exceed the sum of _____ dollars (\$ 0);
- E. Owner authorizes Auctioneer to supply fuel, batteries and tire repair as Auctioneer determines necessary for the demonstration and sale of the Equipment and all costs incurred shall be at the expense of and paid by Owner.
- F. Owner represents and warrants:
 - (a) the Equipment is in a safe condition, in good running order, free of hazardous materials and has never been contaminated by any hazardous material whatsoever,
 - (b) the Equipment is complete, and accurately described as set out in Clause G below;
 - (c) Owner is, and on the date of the auction will be, the owner of record and beneficial owner of the Equipment and the Equipment is not, and will not on the date of the auction be, subject to any claim by any person or to any registered or unregistered charges, liens, or interests of any nature excepting only as fully set out in Clause G below
 - (d) the Equipment is not subject to the collection or attraction of any taxes, liens or claims of any authority of competent jurisdiction of any kind and nature, notwithstanding any past, present or future use to which the Equipment may have been, presently is or hereafter may be put;
- G. Complete and accurate description of the Equipment and any encumbrances and liens thereon or contrary interests therein are as follows:

| # | Item Description - Year, Manufacturer, Model, Serial Number, Description | Encumbrance Holder (if none, state 'nil') | Amount Owning on Encumbrance |
|---|---|--|---------------------------------|
| | 2001 Cat 9612G Wheel Loader, s/n CAT0962GC4PW00562 | | |
| | | | |
| | | | |
| | | | |

- H. Owner agrees to pay Auctioneer an auction commission based on the gross sale price of the Equipment or any part thereof as follows:
 - (a) for any lot realizing more than \$2,500, 15%; 10%
 - (b) for any lot realizing \$2,500 or less but with a minimum \$100 fee per lot, 25%; and
 - (c) A \$65 document administration fee for each item of Equipment requiring title or registration documents.
- I. In consideration of Auctioneer agreeing to enter into this Contract, the undersigned Guarantor guarantees and agrees with Auctioneer to duly pay any monies which may become due by Owner to Auctioneer, to be bound by and duly perform and observe, practically, each and every provision of this Contract (including the terms and conditions printed on page 2 hereof); provided, however, that the liability of Guarantor shall not be affected by any extension of time, indulgence or any act whatsoever of Auctioneer done either with or without notice to Guarantor.

THIS CONTRACT TO AUCTION SIGNED ON
September 17, 20 14
AT Decatur, TX

Accepted by
RITCHIE BROS. AUCTIONEERS (AMERICA) INC.
Curt Albin *Curt Albin*

Witness as to Owner's and Guarantor's Signatures:

Business Type: _____
Industry: _____

MODE OF PAYMENT
 Check
 Electronic Transfer (complete attached Direction to Pay)

OWNER:
Company Name: Wise County
(Please Print)
Address: P.O. Box 554
Decatur, TX. 76234

Authorized Person: Glenn Hughes Title: County Judge

Signature: *[Signature]*

NOTE: Equipment remains at your risk - see paragraph 11f) on page 2 hereof

Telephone: Business: (940) 827-3540 Fax: (940) 827-3573
Residence: _____ Mobile: _____
Email: diana.alexander@co.wise.tx.us

GUARANTOR:
Signature: *[Signature]*

Note: Declaration on page 2 must be completed

| | | |
|--|---------------------------|-------------|
| Prefer communication by: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail | Cust. # <u>3286997</u> | OWNER CODE: |
|--|---------------------------|-------------|

TERMS AND CONDITIONS OF THE CONTRACT TO AUCTION

1. Owner and Auctioneer agree:
 - (a) Owner authorizes Auctioneer to (i) carry out title searches in respect of the Equipment at the expense of Owner, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search; (ii) contact creditors to determine amounts claimed against the Equipment;
 - (b) Auctioneer may carry out the auction in accordance with its usual procedures, and in particular may group various parts of the Equipment into such lots as it sees fit.
 - (c) Auctioneer is constituted as an agent only of Owner and not a principal in the sale of the Equipment;
 - (d) Neither Owner, nor any person, or corporation affiliated with, acting as agent for, or for the benefit of, Owner shall bid on the Equipment at the auction; in the event Owner is in violation of this provision, the equipment shall be deemed not sold, the provisions of paragraph 1 (k) shall apply and in addition to any other remedies hereunder the Owner shall pay to Auctioneer as commission upon resale, an amount equal to twenty percent (20%) of the bid price;
 - (e) Owner shall deliver to Auctioneer ten (10) days prior to the date of the auction: all documents evidencing Owner's title to the Equipment, all documents required to transfer title to the Equipment to any purchaser, properly endorsed and, where ownership of the Equipment or any part thereof is capable of, or required to be, registered, all properly endorsed documents necessary to permit purchaser to register ownership. Owner acknowledges that without such documents the sale price of the Equipment is expected to be less than that obtained if the documents were provided. Should the Auctioneer be required to purchase titles on the Owner's behalf, the Auctioneer shall be entitled to interest on advanced amounts at a rate of US Bank prime plus 2%. Owner nominates and appoints Auctioneer its true and lawful Attorney to sign, execute and deliver on its behalf all documents required to transfer title and permit registration of ownership of the Equipment by purchaser thereof in the event that such documents have not been delivered as required;
 - (f) Owner shall:
 - (i) be responsible for any loss or damage to the Equipment, other than loss or damage resulting solely from the negligence of the Auctioneer or its employees, until the earliest of
 - (A) the removal of the Equipment from the auction site by the purchaser, or
 - (B) receipt by Owner of all proceeds from the sale of the Equipment;
 - (ii) insure the Equipment to its full insurable value against all perils so that in the event of damage to or destruction of the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction and payment made to Auctioneer forthwith for
 - (A) commission, based on the fair market value as determined by Auctioneer of the damaged or destroyed Equipment immediately prior to such damage or destruction,
 - (B) repayment of all cash advances, if any, made by Auctioneer to or on behalf of Owner together with interest thereon, and
 - (C) reimbursement of all out-of-pocket costs for refurbishing or repairs done by Auctioneer prior to the damage or destruction.
 - (g) (i) Auctioneer may make payments on account of any registered or unregistered charges, liens, taxes or other interests claimed by any person or authority in respect of the Equipment, whether or not disclosed on page 1 hereof, in order to clear title to the Equipment, and
 - (ii) ~~Owner shall indemnify and save harmless Auctioneer and any purchaser of the Equipment against any and all loss, costs (including attorney's fees) or damages occasioned by such claims.~~ *TA 04*
 - (h) Owner shall not withdraw the Equipment or any part thereof from the auction sale. If Owner is in breach of this provision, in addition to other damages which may be assessed, Owner shall pay to Auctioneer all amounts Auctioneer would otherwise be entitled to pursuant to paragraph 2 hereof, based upon the fair market value of the withdrawn Equipment (as determined by Auctioneer). If such breach occurs within 40 days of the auction it may damage Auctioneer's business reputation and customer relations and Auctioneer will not be made whole by monetary recompense. In such event Auctioneer may, at its' sole option, obtain an order for specific performance and Owner will not object;
 - (i) Owner authorizes Auctioneer to utilize any part of the Equipment in setting up the auction;
 - (j) ~~Owner indemnifies and saves harmless Auctioneer against all suits, actions, costs or charges whatsoever arising from any representations contained herein or from any breach of Owner's obligations, including but not limited to, any inaccuracy in the description of the Equipment or any contamination resulting from any leakage, spills or malfunction of the Equipment;~~ *TA 04*
 - (k) Auctioneer may, if it deems necessary, re-auction any part of the Equipment not sold or not paid for at the auction and Owner hereby acknowledges that no monies shall be payable by Auctioneer in respect of any part of the Equipment until such part of the Equipment has been paid for in full by the purchaser thereof;
 - (l) the auction will be without reserve, the Equipment will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of the Equipment;
 - (m) Owner will comply with all laws relating to the sale of the Equipment;
 - (n) Auctioneer shall have a lien and charge upon the Equipment and shall be entitled, in addition to all its rights under law, to seize and retain possession of the Equipment as security for, and/or sell the Equipment to recover, all sums owing to Auctioneer hereunder. Auctioneer shall have the right, at its sole option, to register such lien under any personal property security or other laws as may be in effect;
 - (o) Auctioneer may, at its sole discretion, in conjunction with the unreserved public auction, offer certain lots to registered bidders using its proprietary online bidding service, or through its silent "timed auction lot" system; however Auctioneer shall not be liable for any claims or costs arising from its decision to utilize such technologies or from its failure to do so.
2. Owner irrevocably assigns to Auctioneer all amounts due pursuant to this Contract and Auctioneer shall apply all amounts collected from the sale of the equipment as follows:
 - (a) As payment to, and reimbursement of, the Auctioneer for those amounts allowed by this Contract;
 - (b) For payments to lien holders or others as allowed by 1(g) (i) and/or 1(g) (ii) above;
 - (c) As payment to Auctioneer for outstanding accounts for purchase made by the Owner pursuant to a Bidder's Registration Agreement for this or any other auction;
 - (d) Balance, if any, will be mailed to the Owner, by prepaid post or as otherwise instructed in writing, on or before the twenty-first (21st) day following the auction.
3. The Auctioneer shall have the right, at its discretion, to (i) withdraw from this Contract and its obligations hereunder shall be unenforceable by Owner, or (ii) rescind the sale of the Equipment to a purchaser in whole or in part if there is insufficient equity in the Equipment to pay those amounts allowed by this Contract or the Owner is in breach of any of its representations and warranties hereunder; however, notwithstanding the foregoing, in the event the Equipment is sold, Owner shall pay to Auctioneer any deficiency arising in the event gross proceeds collected from the sale of the Equipment are insufficient to allow payment of those amounts. Auctioneer has the right to submit any amounts due and owing from the Owner under the Contract to a collections agency.
4. ~~Should Auctioneer be required to participate in any action to either enforce the terms of this Contract or as a result of other activities of Owner, Auctioneer shall be entitled to recover all its costs, including lawyer's fees.~~ *TA 04*
5. Owner authorizes Auctioneer to use Owner's name, trademark or logo in advertising the auction.
6. Owner acknowledges that Auctioneer may charge purchasers an administrative fee based on the selling price of each lot.
7. This Contract, which may be amended only in writing, constitutes the entire agreement and takes the place of prior contracts or understandings between the parties and inures to the benefit of and is binding upon their heirs, executors, administrators, successors and assigns.
8. This Contract is subject to and governed by the laws of the State of ~~Virginia~~ *Washington*. Any disputes arising from or relating to this Contract shall be resolved in a court of competent jurisdiction in: (a) any state in which the Owner has a place of business, assets, or agent for service of process; or ~~(b) King County, Washington~~ *(b) King County, Washington*. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts.
9. Information provided in this Contract shall be retained by the Auctioneer in accordance with its formal Privacy Statement, available at www.rbauction.com.
10. Receipt by Auctioneer via facsimile of a signed copy of this Contract shall, upon acceptance by Auctioneer, be considered binding on both parties.

I solemnly declare that I am (the agent of) the Owner of the Equipment set out on the reverse hereof and as such have knowledge of the matters set out in this Contract to Auction and that the representations and warranties made herein are accurate, complete and have been made for the purpose of inducing the Auctioneer to accept the engagement for the sale of the Equipment.

Made this 22nd day of September, 2014
 at Wise County in the State of Texas

[Signature] *[Signature]*
 (Signature) (Print Name)

OWNER CODE:

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AGREEMENT

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

FY 2014-2015

THIS AGREEMENT, made and entered into this 1st day of October, 2014, by and between **WISE COUNTY COUNCIL ON ALCOHOL AND DRUG ABUSE**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE COUNCIL** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

WITNESSETH

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

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

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

I.

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

II.

For the services provided above, the **COUNTY** shall provide **THE COUNCIL** a lump sum not to exceed **\$72,500** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2014 and ending on September 30, 2015.

III.

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

WITNESS OUR HANDS this 22 day of September, 2014.

WISE COUNTY COUNCIL ON ALCOHOL AND DRUG ABUSE

Gary Shelton

WISE COUNTY TEXAS

[Signature]
Wise County Judge

199.

AGREEMENT

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

FY 2014-2015

THIS AGREEMENT, made and entered into this 1st day of October, 2014, by and between **WISE HOPE SHELTER AND CRISIS CENTER**, a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE CENTER** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY**,

WITNESSETH

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

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

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

I.

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

II.

For the public services provided above, the **COUNTY** shall provide **THE CENTER** a lump sum not to exceed **\$53,000** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2014 and ending on September 30, 2015.

III.

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

WITNESS OUR HANDS this 22nd day of September, 2014.

WISE HOPE SHELTER AND CRISIS CENTER



WISE COUNTY TEXAS



Wise County Judge

199
**CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS
AND THE CHICO 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 Chico Public Library, (hereinafter called "Library"), an established Public Library located in the City of Chico, 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 Chico, 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 6.71 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 Chico 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 Chico Public Library, Texas in a meeting held on the 16th day of September, 2014 and executed by the Board President of that governing body and the Librarian of the Chico Public Library, pursuant to a Resolution of the governing body.

BY: Michelle D. Stonaker
Board President

BY: Michelle D. Stonaker
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: [Signature]
County Judge

Pg

CANCELLATIONS

SEPTEMBER 29, 2014

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Telerus**
- 2. Progressive Waste-All Service Agreements-agreements are with the cities so Wise County does not have to have separate agreements**

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ASI SECURITY
HOST - NETWORK - CLOUD - COMPLIANCE

QUOTE

Number AAAQ2044
Date 8/27/2014
Exp. Date 10/31/2014

Customer Information

Wise County Office
Randy Joy / Diana Alexander
101 N. Trinity St. # 101
Decatur, TX 76234
Randy.joy@co.wise.tx.us

ASI Security Rep:

Scott Porter
13601 Preston Rd. #660W
Dallas, TX 75240
scott.porter@asi-securitypartners.com

Phone: 940-627-3312
Fax

Phone: 972-360-9144

Terms

P.O. Number

Ship Via

NET 30

| Line | Qty | Description | Unit Price | Ext. Price |
|------|-----|---|------------|------------|
| 1 | 196 | McAfee Endpoint Protection Advanced -1 Year License Renewal | \$ 9.95 | \$1,950.20 |

*** Purchase Order Must Note ***
End User Name/E-Mail/Phone#
FOB: Origin
Electronic Delivery: \$7.95
US Dollars

| | |
|-----------------|-------------------|
| SubTotal | \$1,950.20 |
| Tax | \$0.00 |
| Shipping | \$0.00 |
| Total | \$1,950.20 |

EIN# 46-2497687

ASI Security
13601 Preston Rd. #660W , Dallas, Texas 75240

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Quote

To place your order, fax or email your purchase order and reference this quote –or- add to cart below to pay with a credit card. Please ensure your records reflect our current address.

SolarWinds Quote: QN425885
SW21898660
 Currency: USD

This quote is valid until: 9/15/2014(Terms:)

| | |
|--|--|
| SW21898660 Company: Wise County Sheriff Randall Joy Wise County Sheriff Address: 200 Rook Ramsey Dr Decatur TX 76234 United States Phone: Email: | SolarWinds PO BOX 730720 Dallas, TX 75373 Tax ID# 73-1559348 Sales Contact: Summer Jowett Email: Summer.Jowett@SolarWinds.com Phone: 385-374-7032 Fax: 512-857-0125 |
|--|--|

| Quantity | Product | SKU | Start Date | End Date | Unit Price | Ext Price | Total |
|----------|--|------|------------|-----------|------------|-----------|----------|
| 1 | SolarWinds Mobile Admin Per Seat License (1 user) - Annual Maintenance Renewal | 7140 | 9/17/2014 | 9/17/2015 | \$139.00 | \$139.00 | \$139.00 |

Sub Total: \$139.00
Tax: \$0.00

Total Amount Due: \$139.00

SolarWinds would like to offer you a FREE, full-featured product. **Alert Central** consolidates alerts from all of your IT monitoring software and directs the right alert to the right person. Interested? You can download **Alert Central** right now: swalertcentral.com

All orders requesting terms will be subject to review by SolarWinds' Credit Department.

We do not accept lease arrangements.

Product shipped to Texas, Utah, or Idaho may be subject to sales tax.

ADD TO CART »

Solarwinds North America
 NS-9686304

19g

**Tarrant
County
College**



**NORTHWEST CAMPUS
CRIMINAL JUSTICE TRAINING CENTER**

4801 Marine Creek Parkway • Fort Worth, Texas 76179-3599 • 817-515-7760 • Fax 817-515-7707

July 23, 2014

Wise County Asset Control
P O.Box 952
Decatur, TX 76234

This is a Letter of Agreement between the Wise County Asset Control and Tarrant County College District (TCCD).

Tarrant County College District will provide:

1. An organized block of instruction conducted by the Tarrant County College District division of Public Services & Social/Behavioral Sciences.
2. Qualified and experienced coordinator(s) and instructors.
3. Course Registration, Administration, Certificates of Completion and Continuing Education Units if applicable.
4. A permanent record of the student's participation in the course.

Wise County Asset Control will provide:

1. A check in the amount of tuition costs for each student, which the city sends to a Continuing Education course or Training with the Division of Public Services & Social/Behavioral Sciences, September 1, 2014 through August 31, 2015. (Remit check to Tarrant County College).
2. All pertinent paperwork on students required by the Division of Public Services & Social/Behavioral Sciences and/or the Texas Commission on Law Enforcement (TCOLE) or the Texas Commission on Fire Protection (TCFP).

For Wise County Asset Control

Wise County

Training Officer

For Tarrant County College

Dean, Public Services &
Social/Behavioral Sciences

Vice Chancellor of Finance

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FLEETEYES WEB APPLICATIONS AND SERVICES
TRANSACTIONS AGREEMENT

This Fleeteyes Web Applications and Services Transactions Agreement together with all Addenda attached hereto and incorporated herein (“Agreement”), is entered into by and between **County of Wise, Texas (d/b/a Wise County EMS) a Texas political sub-division, with principal offices located at 1101 West Rose Avenue, Decatur, TX 76234** (“Client”) and **EMSystems, LLC, a Delaware Limited Liability Company**, with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308, (“Intermedix”), effective as of this 1st day of October, 2014 (“Effective Date”).

WHEREAS, Intermedix provides certain mapping and location services to clients;

WHEREAS, Client desires to integrate such services into its operations procedures and practices by direct access or via Client Applications;

WHEREAS, Intermedix agrees to provide such services to Client, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms when used herein, shall have the following meanings:

- 1.1. “Client Applications” means collectively those Client applications and services that access Fleeteyes, which includes the Fleeteyes Website, the Fleeteyes Updater Windows Services, and the Fleeteyes Monitor native smartphone and tablet applications available in the Apple App Store, Google Play, and BlackBerry App World.
- 1.2. “End Users” mean persons who receive Fleeteyes Web Content and Client Applications for their own use and not for resale or retransmission.
- 1.3. “Equipment” means the equipment described in Addendum A (Equipment) hereto, if any.
- 1.4. “Fleeteyes” means the web applications and services that allow users to access embedded mapping and location services.
- 1.5. “Fleeteyes Web Content” means the content such as maps, driving directions, points-of-interest, and other location content derived from use of Fleeteyes.

2. **Fleeteyes**

- 2.1. General. Intermedix shall provide Fleeteyes to Client, subject to Client's compliance with the terms and conditions of this Agreement. Fleeteyes is provided to Client on a non-exclusive and non-transferable basis, with no rights to sub-license.
- 2.2. Equipment. If any equipment is listed on Addendum A, Intermedix shall provide the Equipment to Client during the term of this Agreement to enable the use of Fleeteyes.
- 2.3. Use of Services. Client may only initiate Fleeteyes data via the Client Applications. If Client desires to use Fleeteyes via other company applications (including new or materially updated versions of the Client Applications), the Parties shall negotiate an amendment to this Agreement to include such other Client applications. Such amendment may include additional fees to be paid by Client.
- 2.4. New Releases. During the term of this Agreement, Intermedix may add new releases and versions to Fleeteyes. Client will automatically be upgraded to the new release or version upon log-in.
- 2.5. Proprietary Notices. Client acknowledges and agrees that Fleeteyes Web Content may contain proprietary notices and logos of Intermedix and/or its suppliers, as determined by Intermedix. Such notices and logos protect the proprietary rights of Intermedix and its suppliers. Client shall not remove, modify (including adding to), minimize, obscure or block such notices or logos.
- 2.6. General Restrictions. Client shall not:
 - a. Use Fleeteyes in any manner that is illegal, infringing, defamatory, offensive, or violates the privacy rights of others.
 - b. Use Fleeteyes in any manner that threatens the integrity, performance, or availability of Fleeteyes.
 - c. Copy, store, archive, or create a database containing any Fleeteyes Web Content other than Client's own CAD data
 - d. Take any action that compromises Intermedix's intellectual property rights to Fleeteyes.
 - e. Track more than 8 assets at any one time from Fleeteyes.
- 2.7. Logos. Nothing herein is intended to grant Client any rights to the Intermedix logo or Intermedix's supplier's logos, marks, or other intellectual property except as expressly stated herein, and Client shall not use any logo or trademark of Intermedix or such suppliers in any manner or for any purpose without the prior written approval of Intermedix and/or such suppliers.

3. Intellectual Property

- 3.1. Intermedix. All title and intellectual property rights in and to Fleeteyes (including but not limited to the content, application programming interfaces, maps, directions, and any images, photographs, animations, video, audio, music, text, and "applets", if any) are owned or licensed by Intermedix. This Agreement grants Client no rights to any such

intellectual property other than the limited rights expressly granted herein. All rights not specifically granted under this Agreement are reserved by Intermedix and its suppliers.

3.2. Client. Client shall retain sole title and ownership to all data that it provides under this Agreement.

4. **Term and Termination**

4.1. Term. This Agreement shall become effective on the Effective Date and will continue in full force and effect for a one (1) year term. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless at least thirty (30) days prior to the end of the term either party gives written notice to the other party of its intention not to renew.

4.2. Termination. This Agreement may be terminated or suspended immediately upon notice by either Party if the other Party: (i) is in material breach of the General Restrictions Section 2.5(a)-(d) of this Agreement or (ii) is in breach of any material terms of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice thereof.

4.3. Rights Upon Termination. Upon termination or expiration of this Agreement: (i) all rights granted to Client hereunder shall automatically terminate and Client shall cease to use all intellectual property of Intermedix, (ii) Client shall pay any outstanding amounts owing to Intermedix within thirty (30) calendar days of receipt of the final invoice; and (iii) if, Intermedix is providing Equipment, Client shall pay Intermedix an early termination fee equal to the depreciated value of the Equipment as determined by Intermedix in its sole discretion, after payment of which such Equipment shall become the property of Client AS-IS, WHERE-IS. Unless Intermedix materially breaches the terms of this Agreement and Client terminates this Agreement, there shall be no refund of fees to Client upon termination of this Agreement.

4.4. Remedies. Client acknowledges that monetary damages may not be a sufficient remedy for breaches of this Agreement and that Intermedix shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach.

5. **Fees**

5.1. Fees and Payment. Client shall pay Intermedix the fees set forth in Addendum B (Fees) for Fleeteyes and any support services and provided under this Agreement.

5.2. Payment Terms. Intermedix shall submit to Client, and Client shall pay monthly invoices for fees for the Services. Invoices will be mailed to:

Wise County Auditors Office

PO Box 899

Decatur, TX 76234

With a Copy to:

Wise County EMS

ATTN: EMS Director

1101 West Rose Avenue

Decatur, TX 76234

Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum. It is the responsibility of the Client to inform Intermedix of changes to payment information, such as new credit card numbers, new expiration dates, etc. This information should be provided by calling Intermedix at 954-308-8700.

6. Confidentiality

6.1. Confidential Information. Each party (the “Discloser”) may disclose to the other party (the “Recipient”) certain non-public information relating to the Discloser’s business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure (“Confidential Information”). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser’s Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

6.2. Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

- (a) not disclose Discloser’s Confidential Information except: (i) to the employees or contractors of the Recipient that need to know that Confidential Information for the purpose of performing the Recipient’s obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section; or (ii) to the extent required by law, provided that the Recipient will promptly notify the Discloser of such requirement;

- (b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;
- (c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

6.3 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

7 Warranty

7.1 Intellectual Property. Intermedix has sufficient rights to Fleeteyes to fully perform its obligations hereunder.

7.2 Compliance with Laws. Fleeteyes is in compliance with all relevant and applicable laws.

7.3 Performance. Intermedix agrees to use reasonable efforts to provide Fleeteyes and to correct any deficiencies that cause Fleeteyes to fail.

8 Indemnification

8.1 Intermedix Indemnification. Intermedix agrees, at its expense, to defend Client in any lawsuit or action, and pay the amount of any adverse final judgment (or settlement to which Intermedix consents) for any third party claim(s) that Fleeteyes infringes any copyright, trademark right, or patent enforceable in the United States and Canada (individually and collectively, "Claim").

With regard to any Claim, Intermedix's obligations are subject to the following conditions: (i) Client must promptly notify Intermedix in writing of the Claim; (ii) Intermedix shall have sole control over defense and/or settlement of the Claim; (iii) Client shall provide Intermedix with reasonable assistance in the defense of the Claim; and (iv) Intermedix's obligations to defend and pay a patent Claim shall be limited to patent Claims wherein Fleeteyes alone, without combination or modification, constitutes direct or contributory infringement of such patent.

Intermedix shall have no liability for any intellectual property infringement claim based on (i) any unauthorized manufacture, use, sale, offer for sale, importation or other

disposition or promotion of Fleeteyes or another Intermedix trademark by Client, or (ii) Client's manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or use of another trademark more than twenty (20) days after Intermedix's written notice of recommendation that Client should cease manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or such trademark due to a claim.

In addition to the obligations set forth above, if Intermedix receives information concerning a Claim, Intermedix may, at its expense, but without obligation to do so, undertake further actions such as: (i) procuring for Client such copyright, trademark or patent right(s) or license(s) as may be necessary to address the Claim, or (ii) replacing or modifying the allegedly infringing application, service or trademark to make it non-infringing.

9 Limitation of Liabilities and Disclaimer

9.1 Limitation of Liabilities. CLIENT AGREES THAT INTERMEDIX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS INCLUDING ATTORNEY FEES, OR DAMAGES FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE FLEETEYES. CLIENT FURTHER AGREES THAT INTERMEDIX'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, ACTIONS AND/OR OMISSIONS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT TO INTERMEDIX UNDER THIS AGREEMENT.

9.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FLEETEYES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OF LACK OF NEGLIGENCE, AND/OR OF A LACK OF VIRUSES, ALL WITH REGARD TO FLEETEYES ARE EXPRESSLY EXCLUDED. INTERMEDIX MAKES NO WARRANTY THAT FLEETEYES WILL OPERATE PROPERLY AS INTEGRATED WITH THE CLIENT APPLICATIONS.

10 General Terms

10.1 Non-Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of

the other Party; provided, however, that Intermedix may assign this Agreement to any third party that acquires all or substantially all of the assets or business operations of Intermedix by purchase, merger or otherwise.

- 10.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.
- 10.3 Force Majeure. Intermedix shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes.
- 10.4 Notices. All notices between the Parties shall be in writing and shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To Client:

Wise County EMS
1101 West Rose Avenue
Decatur, TX 76234
Attn: EMS Director
Telephone: (940) 627-2002
Facsimile: (940) 627- 7521
Email: crdillard@ems.co.wise.tx.us

To Intermedix:

Intermedix Corporation.
6451 North Federal Highway, Suite 1000
Fort Lauderdale, FL 33308
Attn: Brad Williams, VP Finance
Telephone: 954-308-8700
Facsimile: 954-308-8725

or to such other addresses as the Party to receive the notice or request so designates by written notice to the other Party.

- 10.5 No Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and not for any other person or entity.
- 10.6 Severability. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.
- 10.7 Freedom of Action. Nothing in this Agreement shall be interpreted to prohibit or restrict either Party from entering into similar or the same arrangement with other parties. Further, nothing herein shall restrict Intermedix with respect to the current or future development of the Fleeteyes Web Applications and Services or any other product or service; Intermedix reserves the right to change any plans it may have with respect to the Fleeteyes Web Applications and Services and its other products and services.

10.8 Marketing. During the term of this Agreement, either Party may publicly disclose that Client is a customer of Intermedix in marketing materials and other customer presentations, subject to both Parties' prior written approval with respect to materials or statements appearing or presented in any mass marketing or mass advertising medium, including but not limited to, press releases, materials appearing in newspapers, magazines, journals, and on Web pages.

10.9 Entire Agreement. This Agreement and any Schedule(s) noted constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Client and Intermedix. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

| | |
|-----------------------|---|
| EMSystems, LLC | COUNTY OF WISE, TEXAS (D/B/A WISE COUNTY EMS) A TEXAS POLITICAL SUB-DIVISION |
|-----------------------|---|

By: _____
Name:
Title:

By: _____
Name:
Title:

Addendum A

Equipment

Eight (8) Xirgo Modems at \$195 per unit = \$1,560.00 a one-time fee paid upfront upon execution of this Agreement.

Addendum B

Fees

1. Eight (8) vehicles, at \$40.00 per month per vehicle per year = \$3,840.00 ("Annual Fee").

Upon execution of this Agreement, the first Annual Fee of \$3,480.00 shall immediately be paid.

Thereafter, within thirty (30) days prior to each renewal term, the Annual Fee shall be paid.

2. Fleeteyes API application - \$1,000.00 one-time fee paid upfront upon execution of this Agreement

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TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-4551 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/surplus/index.html

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

See pages 7-11 for list of required supporting documentation that must be submitted with application.

All donees must reapply every three (3) years. To reapply, a donee must submit a completed Application for Eligibility along with all required supporting documentation.

SECTION I: Provide the full legal name of your organization on the first line of this section. Provide the Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. Provide the street address, if different from mailing address, or provide directions if located on a rural route or in other remote area. List a business telephone number with area code, and a fax number. Provide the fiscal year ending date and an email address. **E-mail addresses provided will receive broadcast e-mails about account status, new arrivals, specials and discounts.**

SECTION II: Check the appropriate box that describes your organization.

SECTION III: Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. If you are unable to determine which status to check, please contact this office for assistance. Please see pages 7-11 for additional requirements for specific types of organizations.

SECTION IV: Indicate source(s) of funding for your organization and provide supporting documentation if appropriate. Depending on your organization type, you may need to include a comprehensive written description of all programs or services and a description of the operational facilities. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.

SECTION V: Nonprofit organizations must provide a copy of current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501(C) of Internal Revenue Code. The name of the organization on this IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence such as amendments to Articles of Incorporation, or Assumed Name filing certificates to establish an audit trail or names showing the legal connection. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) and VFDs are not required to submit documentation for this section.

SECTION VI: Nonprofit organizations are required to submit evidence that they are currently approved, accredited or licensed by a nationally recognized accrediting or licensing organization. Recreation, social service, referral only, religious and counseling service programs are not eligible to participate in the program. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, and public schools) and VFDs are not required to submit additional documentation for this section.

SECTION VII: Annotate date and provide an original signature of applicant's Authorizing Official (i.e. County Judge, Mayor, City Manager, Superintendent, Fire Chief, Executive Director, CEO/President, Board Chairman, or other person with authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorizing official on the lines provided.

NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 463-4551.

SEND ALL APPLICATIONS TO:

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047, AUSTIN, TX 78711-3047
TEL: 512-463-4551 FAX: 512-236-6173
EMAIL: federal.surplus@tfc.state.tx.us

SIGNATURE FROM AUTHORIZING OFFICIAL IS REQUIRED ON PAGES 2 - 6

APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

I. ORGANIZATION NAME & INFORMATION: Payments must be in the name of donee or parent company.

| | | | |
|------------------------------|-------------|---------------------|----------|
| LEGAL NAME OF ORGANIZATION | | FEDERAL EMPLOYER ID | |
| STREET ADDRESS | CITY | TX STATE | ZIP CODE |
| MAILING ADDRESS (P.O. Box #) | CITY | TX STATE | ZIP CODE |
| COUNTY | TELEPHONE # | FAX # | |
| FISCAL YEAR END DATE: _____ | | EMAIL: _____ | |

II. APPLICANT STATUS (CHECK ONE):

- Public Agency, including Public Schools (Tax Supported) SBA 8(a) Business Development Program
 Nonprofit, tax-exempt Organization

III. TYPE OR PURPOSE OF ORGANIZATION: (see pages 7-11 for requirements for specific types of organizations)

- | | | |
|---|--|---|
| <input type="checkbox"/> State Agency | <input type="checkbox"/> School District | <input type="checkbox"/> Program Funded for Older Americans |
| <input type="checkbox"/> County | <input type="checkbox"/> Preschool | <input type="checkbox"/> Provider of Assistance to the Homeless |
| <input type="checkbox"/> City | <input type="checkbox"/> Elementary School | <input type="checkbox"/> Provider of Assistance to the Impoverished |
| <input type="checkbox"/> Medical Institution | <input type="checkbox"/> Middle or High School | <input type="checkbox"/> Emergency Services District |
| <input type="checkbox"/> Health Center | <input type="checkbox"/> College or University | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad |
| <input type="checkbox"/> Clinic/Hospital | <input type="checkbox"/> School for Students With Disabilities | <input type="checkbox"/> Public Safety (specify) _____ |
| <input type="checkbox"/> Child Care Center | <input type="checkbox"/> Museum or Zoo | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> Radio/TV Station | <input type="checkbox"/> Library | <input type="checkbox"/> Service Educational Activity |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Conservation (soil, water, or utility district) | <input type="checkbox"/> Other _____ |

IV. SOURCE(S) OF FUNDING: Tax-supported Grants Contributions Other _____

V. (For non-profit organizations only) HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? Yes No

VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED? Yes No
IF YES, BY WHAT AUTHORITY? _____

VII. SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

| | |
|--------------------------------------|-------|
| PRINTED NAME OF AUTHORIZING OFFICIAL | TITLE |
|--------------------------------------|-------|

| | |
|---|------|
| X SIGNATURE OF AUTHORIZING OFFICIAL | DATE |
|---|------|

AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person from your organization that has been authorized to sign for the release of property on the organization's behalf.
- II. All representatives listed in any prior applications or account updates will be deleted from the account.
- III. **An authorized representative must sign in the provided space below in order to sign for the release of property.** Only those representatives listed on this application with a valid signature will be allowed to acquire property. All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property.
- IV. Valid driver's license or state issued photo identification required prior to entering state or federal facilities.
- V. If you wish to have the Authorizing Official included as an Authorized Representative on your account, please be sure to include him/her in the list below.

| <u>NAME</u> | <u>TITLE</u> | <u>TELEPHONE and EMAIL ADDRESS</u> | <u>Authorized Representative's Signature</u> |
|--------------------|--------------|--|--|
| (example) John Doe | County Judge | (512) 123-4567 John.doe@gmail.com | <i>John Doe</i> |
| | | | |
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The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

NAME OF APPLICANT ORGANIZATION

PRINTED NAME OF AUTHORIZED OFFICIAL

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

SEND ALL APPLICATIONS TO:

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
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AUSTIN, TX 78711-3047
TEL: (512) 463-4551 - FAX: (512) 236-6173
EMAIL: Federal.surplus@tfc.state.tx.us

NONDISCRIMINATION ASSURANCE

_____ the donee, agrees that the program for or in connection with
(Legal Name of Organization)

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: _____

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

SEND ALL APPLICATIONS TO:

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EMAIL: Federal.surplus@tfc.state.tx.us

DONEE CERTIFICATIONS & AGREEMENTS

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization, exempt from taxation under section 501 of the Internal Revenue code of 1954; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/ impoverished. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.

(3) In the event the property is not used as required by (c)(1) and (2) and Federal restrictions (b)(1), (b)(2) and (f) have expired then right to the possession of such property shall at the option of the State agency revert to the State of Texas and the donee shall release such property to such person as the State agency shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) **THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) **THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- Property valued at less than \$5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than \$5,000 in original cost - the compliance period is 18 months.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years).
- Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items.
- All property must be placed into use within the first year of possession.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to TFC or another donee, as instructed by TFC.
- The property may not be sold, transferred or otherwise disposed of during the compliance period. If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page five.

If applying as an SBA 8(a) business I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

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FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-4551 - FAX: (512) 236-6173
EMAIL: Federal.surplus@tfc.state.tx.us

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or federal_surplus@tfc.state.tx.us.

Government or Public (Tax-Supported) Agency

1. Most tax-supported public agencies, including cities, counties, public schools, and state agencies, are **NOT** required to submit any additional documentation.
2. Public agency includes:
 - a. State or department, agency, or instrumentality thereof;
 - b. Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or,
 - c. Instrumentality created by contract or other agreement between states or political subdivisions.
 - d. Examples: city, county, state agency, public library, appraisal district, and public school district
3. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety. For public agencies whose primary purpose is to provide services to homeless or impoverished persons, please see Pages 10-11.

Emergency Services District or Fire Prevention District

1. Must receive dedicated tax funds.
2. Required additional documentation that must be submitted with application:
 - a. Letter from the chief/president that contains information on the department, including:
 - i. number of fireman
 - ii. training schedule
 - iii. areas covered
 - b. Charter, Organizing Document, or Other Evidence of Approval by Proper Government Authority (i.e. Commissioners Court/City Council Meeting Minutes, Articles of Incorporation)

Volunteer Fire Department / Rescue Squad / Emergency Medical Services

1. Must be funded annually in whole or part by state, county, city or emergency service district. Approved organizations in this category must submit the above funding information annually.
2. Required additional documentation that must be submitted with application:
 - a. Letter from the fire chief/president that contains information on the department, including:
 - i. number of fireman,
 - ii. training schedule, and
 - iii. areas covered.
 - b. Evidence that your department is endorsed by the state, county, city or emergency services district. This could be a letter of endorsement from the head of the proper government authority (i.e. county judge, city mayor/administrator) or a copy of current contract.
 - c. Evidence that your department currently receives public funding. Acceptable forms of supporting documentation include:
 - i. Line item budget from the state/city/county/ESD,
 - ii. Contract with the state/city/county/ESD to provide services, or
 - iii. Letter of endorsement from the head of the proper government authority (i.e. county judge, mayor).
 - d. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes:
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

SBA 8(a) Business

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program.
2. Required additional documentation that must be submitted with application: Letter from the U.S. Small Business Administration certifying your company as a member of the 8(a) Business Development Program.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or federal.surplus@tfc.state.tx.us.

Education Organization (Non-Profit)

1. Must be accredited or approved by nationally recognized accrediting agency (ex. Texas Education Agency, Southern Association of Colleges & Schools' Commission on Colleges) or the current recipient of research grants by a recognized authority such as the National Institute of Education, or by similar national advisory organization.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes:
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including:
 - i. course levels
 - ii. enrollment
 - iii. facilities
 - iv. staff information
 - d. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Museums, Libraries & Zoos

1. Must be open to the public a minimum of 1,000 hours per year (1,000 hours **cannot** be by appointment).
2. Must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
3. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes:
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including
 - i. brochures, pamphlets or website
 - ii. types of exhibits (if applicable)
 - iii. days and hours open to the public
 - iv. location (must provide street address)
 - d. Staff roster, including number of hours each staff member works per week (volunteer or paid).
 - e. Pictures of exhibits, facilities, and posted hours of operation.
 - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - g. Organizational Memberships (*optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS.

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or federal.surplus@tfc.state.tx.us.

Health Organization (Non-Profit)

1. Must be licensed, accredited or approved by nationally recognized accrediting or licensing agency (Ex. Texas Department of State Health Services) or the current recipient of research grants by a recognized authority such as the National Institutes of Health, or by similar national advisory council or organization.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes:
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including:
 - i. Description of services provided
 - ii. Number and type of patients served
 - iii. Description of facilities including number of beds
 - iv. Overview of key staff and their qualifications
 - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency OR research grant from National Institutes of Health or similar national advisory organization.
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Provider of Assistance to Older Americans

1. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes:
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Certification establishing that applicant is receiving state, federal or local government-appropriated funds for operation of older individual program under the Older American Act.
 - d. Complete narrative about your organization, including:
 - i. Description of services provided
 - ii. Description of facilities
 - iii. Overview of key staff and their qualifications
 - iv. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly)
 - e. Proof of current accreditation, approval or licensing if appropriate (i.e. medical center)
 - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS.

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or federal_surplus@tfc.state.tx.us.

Provider of Assistance to Impoverished (Public or Non-Profit)

1. Services to the impoverished (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the impoverished is peripheral and incidental, the entity would not be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Nonprofits must submit a copy of letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Public agencies must provide proof of public agency status (i.e. charter, enabling legislation).
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes: *(does not apply to public agencies)*
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - d. Latest Annual Financial Statement
 - e. Public Recognition as an Impoverished Assistance Provider. Provide letter of endorsement from an official (i.e. Mayor, Head of Welfare Dept., Social Services Director, county supervisor, head of agency that oversees program, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include documented receipt of Federal/State Block Grant Funds for poverty programs, or proof of membership or affiliation with national organization that provides support for impoverished (i.e. Second Harvest National Food Bank Network, Habitat for Humanity, Salvation Army).
 - f. Complete narrative about your organization, including:
 - i. Comprehensive description of services (assistance to impoverished must be primary mission)
 - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly)
 - iii. Requirements for clients to be eligible to receive services, including any required fees.
 - iv. Description of facilities
 - v. Hours/days of operation
 - vi. Description of funding source(s) with supporting documentation
 - vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications
 - g. Description of how your organization determines if a person is eligible to receive assistance, and how your organization determines if that person is impoverished. Your organization's primary function must to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
 - h. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
 - i. Signed Articles of Incorporation, Bylaws, Charter or other organizing document
 - j. Brochures (or other printed materials) or link to website *(Optional)*

Service Educational Activities

1. The following Service Educational Activities (SEA) are eligible: American National Red Cross, Armed Services, YMCA of the USA, Big Brothers/Big Sisters of America, Boys and Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, League/Marine Corps League.
2. Required additional documentation that must be submitted with application
 - a. Proof of association with the national organization (ex. Boy Scouts of America charter).
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes:
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS.

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or federal_surplus@tfc.state.tx.us.

Provider of Assistance to Homeless Persons (Public or Non-Profit)

1. Services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons. Examples of eligible Homeless Assistance Provider Programs include:
 - a. Overnight, daytime and around-the-clock shelters.
 - b. Shelters for battered spouses, abused children, and orphans.
 - c. Halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.
 - d. Food banks that provide food directly to facilities where homeless people are fed may be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Nonprofits must submit a copy of letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Public agencies must provide proof of public agency status (i.e. charter, enabling legislation).
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes: *(does not apply to public agencies)*
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - d. Public Recognition as a Homeless Assistance Provider. Please provide a letter from a local city official (i.e. Mayor, Head of Welfare Dept., Social Services Director, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include:
 - i. Occupancy permit or fire and safety inspection certificate.
 - ii. Documented receipt of FEMA funds for Federal/State Block Grant Funds for homeless programs
 - e. Complete narrative about your organization, including:
 - i. Comprehensive description of services provided (assistance to homeless must be primary mission)
 - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly)
 - iii. Requirements for clients to be eligible to receive services, including any required fees.
 - iv. Description of facilities
 - v. Hours/days of operation
 - vi. Description of funding source(s) with supporting documentation
 - vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications
 - f. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
 - g. Signed Articles of Incorporation, Bylaws, Charter or other organizing document *(Optional)*
 - h. Brochures (or other printed materials) or link to website *(Optional)*

Conservation

1. Includes soil, water and other utility districts.
2. Required additional documentation that must be submitted with application:
 - a. Certificate of approval or charter from proper authority demonstrating you provide services to the public (i.e. Texas Commission on Environmental Quality Certificate of Convenience and Necessity)
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
 - i. Acceptable forms of supporting documentation includes: *(does not apply to public agencies)*
 1. Voided check or deposit slip,
 2. Copy of recent bank statement, or
 3. Letter from bank certifying account name and status.
 - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Articles of incorporations, bylaws, or other organizing document. *(Optional)*
 - d. Non-profits may provide an IRS certifying your tax-exempt status as a 501(C) non-profit. *(Optional)*

Donee Account Detail

Donee Account Num * 25880

Donee Account Name * WISE COUNTY

Type * TWO OR MORE PURPOSES

EIN

3040 Type TWO OR MORE OF THE ABOVE

Government Level * State

Authorized Representative Multiple

Established Date * 05/19/2008

Renewal Date 09/12/2014

Letter Sent Date

Form Return Date 09/12/2011

License Expiration Date

Memo NASASP MEMBER AS OF 1.14.09 -KM

Suspension Status 1 Open Issue

State Agency Code

Fiscal Year End Sep

Addresses

| View | Address Type | Address Line 1 | Address Line 2 | City | State | Zip Code | County |
|------|------------------------|----------------|----------------|---------|-------|----------|--------|
| | Agency Mailing Address | 101 N. TRINITY | PO BOX 899 | DECATUR | TEXAS | 76234 | WISE |

row(s) 1 - 1 of 1

Suspensions

Donee Contacts

| View | First Name | Last Name | Title | Donee Account Name | Email | Phone Number |
|------|------------|-----------|--------------------|--------------------|------------------------------|----------------|
| | *PRIMARY | *CONTACT | 75-6001203 | WISE COUNTY | AUDITOR@CO.WISE.TX.US | (940) 627-5744 |
| | *EMAIL | *ONLY | - | WISE COUNTY | JP1@CO.WISE.TX.US | - |
| | *EMAIL | *ONLY | - | WISE COUNTY | SHERRY.LEMON@CO.WISE.TX.US | - |
| | DIANA | ALEXANDER | ASSET MANAGER | WISE COUNTY | ASSET@CO.WISE.TX.US | (940) 627-3312 |
| | KEVIN | BURNS | COMMISSIONER PCT 2 | WISE COUNTY | BURNAUTO@YAHOO.COM | (940) 427-4881 |
| | CHAD | DAVIS | ENGINEER | WISE COUNTY | CHAD.DAVIS@CO.WISE.TX.US | (940) 627-2342 |
| | CHARLES | DILLARD | EMS DIRECTOR | WISE COUNTY | CRDILLARD@EMS.CO.WISE.TX.US | (940) 627-2002 |
| | MARC | DODD | FIRE MARSHALL | WISE COUNTY | MARC.DODD@CO.WISE.TX.US | (940) 627-5971 |
| | CHUCK | GOMEZ | SHERIFF FLEET MGR | WISE COUNTY | GOMEZC@SHERIFF.CO.WISE.TX.US | (940) 627-5971 |
| | TOM | GOODE | PUBLIC WORKS DIR. | WISE COUNTY | PUBLICWORKS@CO.WISE.TX.US | (940) 627-6655 |
| | GLENN | HUGHES | FACILITY MANAGER | WISE COUNTY | GLENN.HUGHES@CO.WISE.TX.US | (940) 627-5743 |
| | HARRY | LAMANCE | COMMISSIONER PCT 3 | WISE COUNTY | HARRY.LAMANCE@CO.WISE.TX.US | (940) 433-5365 |
| | DANNY | LAMBERT | FOREMAN PCT 3 | WISE COUNTY | HARRY.LAMANCE@CO.WISE.TX.US | (940) 433-5365 |
| | ANN | MCCUISTON | AUDITOR | WISE COUNTY | AUDITOR@CO.WISE.TX.US | (940) 627-5744 |
| | BILL | MCELHANEY | COUNTY JUDGE | WISE COUNTY | COJUDGE@CO.WISE.TX.US | (940) 627-5743 |

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Documents & Images