

9/1/99

# **FULLY EXECUTED**

**November 10, 2014**

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

- 1. Fire Departments-Chico, Newark**
- 2. Road Repair-Decatur**
- 3. Everbridge**

9f

**INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS  
AND THE CITY OF CHICO, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER  
SERVICES**

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

**FISCAL YEAR 2014-2015**

**WHEREAS**, this agreement is made between Wise County, Texas (COUNTY) and the City of Chico, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responding services outside the corporate limits of municipalities in the COUNTY; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Chico, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

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

**PUBLIC PURPOSE**

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

**CITY OBLIGATIONS**

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

- (A) The CITY's Volunteer Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Volunteer Fire Department. Further, the CITY's Volunteer Fire Department agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the CITY's Volunteer Fire Department. Additionally, the CITY's Volunteer Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

- (B) Emergency services other than those concerning fire protection and other emergency response services, as defined in this contract, is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Volunteer Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Volunteer Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Volunteer Fire Department may utilize any COUNTY equipment provided to the CITY's Volunteer Fire Department under this contract. However, it is expressly agreed and understood that the CITY'S VOLUNTEER FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S VOLUNTEER FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S VOLUNTEER FIRE DEPARTMENT WITHIN A MUNICIPALITY.
- (C) The CITY's Volunteer Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Volunteer Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contract.
- (D) CITY's Volunteer Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection. All fire fighters must be members and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Volunteer Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.
- (E) The CITY's Volunteer Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.
- (F) It is agreed that the CITY's Volunteer Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate COUNTY Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees

- (G) The books and records maintained for operating the CITY's Volunteer Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.
- (H) The CITY's Volunteer Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.
- (I) The CITY's Volunteer Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.
- (J) The CITY's Volunteer Fire Department shall maintain a "current" status throughout the life of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.
- (K) If the CITY'S Volunteer Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.
- (L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

#### **CONSIDERATION**

For the services provided above, the COUNTY shall provide to CITY:

- (1) The sum not to exceed \$4,200.00 per month during the term of this contract, All sums to be paid under this contract by the COUNTY shall be made from current revenues available.
- (2) The COUNTY provides accessibility to a COUNTY owned cell phone for use in the fire protection and first responder services contemplated in this contract.

#### **GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)**

**In difference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.**

#### **NOTICE OF NONAPPROPRIATION**

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.

## DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the termination and dispute resolution sections of this Agreement.

## TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2014, or the date that both parties have signed within the 2014-2015 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2015.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

## TERMINATION

- A. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
- B. **For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.
- C. **By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

## DISPUTE RESOLUTION

**Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

**Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

**First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

**Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

**Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

#### **GENERAL PROVISIONS**

**Agent of the COUNTY for Certain Limited Purposes Only:** The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of the COUNTY to the *limited* extent said law mandates.

**NIMS- National Incident Management Systems:** The CITY Fire Departments shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

**Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

**Notices:**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge  
P.O. Box 393  
Decatur, Texas 76234

To CITY: Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of Chico  
P.O. Box 37  
Chico, Texas 76431

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

**Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

**Amendment:** If the Parties desire to amend this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

DATED to be effective this the 1 day of October, 2014

WISE COUNTY

BY: [Signature]

Wise County Judge

Date: 9/3/14

CITY OF CHICO

BY: [Signature]

Title: Mayor

Date: 10/16/14

VOLUNTEER FIRE DEPARTMENT OF CHICO

By: Dave E. Pice

Title: Fire Chief

Date: 10-16-14

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**AGREEMENT FOR FIRE PROTECTION AND FIRST REPONDER SERVICES WITH AN  
INCORPORATED VOLUNTEER FIRE DEPARTMENT**

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

**FISCAL YEAR 2014-2015**

**WHEREAS, WISE COUNTY, TEXAS, hereinafter (COUNTY), a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Chapter 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide fire protection and first responder services to an area of the COUNTY that is located outside the municipalities in the COUNTY, and**

**WHEREAS, the NEWARK VOLUNTEER FIRE DEPARTMENT, hereinafter (VFD), an incorporated volunteer fire department located within the COUNTY,**

**WHEREAS, COUNTY and VFD represent that each is independently authorized to perform the functions contemplated by this Agreement.**

**WHEREAS, COUNTY is contracting with a private entity to provide a public service because the VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.**

**WHEREAS, This agreement and contract is made between the COUNTY and the VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with private providers for services for the public.**

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

**PUBLIC PURPOSE**

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

**VFD OBLIGATION**

The VFD as a part of this agreement, and as a condition of the payment by the COUNTY of any and all sums called for under this agreement, agree that:

- (a) The VFD will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY. Further, the VFD agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the VFD. Additionally, the VFD agrees that it shall respond to mutual aid calls from any other fire department for fire protection services at any location within the unincorporated area of the COUNTY.
- (b) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the VFD from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the VFD does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. In event the VFD provides services not provided for by this contract, **it is expressly agreed and understood that the VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE VFD, AND THE VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH THE VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION.** It is further expressly understood and agreed that no official, employee or agent of the COUNTY has authority to bind the COUNTY to be liable for the manner or means of providing fire protection or other services in an incorporated municipality.
- (c) The VFD shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the VFD members, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contract. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.
- (d) VFD agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection by the VFD. All fire fighters of the VFD must be

members of the VFD and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

- (e) The VFD warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.
- (f) It is agreed that the VFD shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees. It is agreed that the VFD shall suspend any member of the VFD who fails to provide information and statements relative to such investigations as lawfully requested by any law enforcement agency, designated agent of the COUNTY for arson investigations, County Sheriff, and/or County or State Fire Marshal and their designees.
- (g) The books and records maintained for operating VFD shall be open to inspection by the COUNTY or its designated representatives during normal business hours.
- (h) VFD shall submit a financial report to the COUNTY no later than three months after the close of the VFD's fiscal year.
- (i) The VFD shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.
- (j) VFD shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.
- (k) If the VFD is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the agreement, said property will become subject to forfeit to the COUNTY.
- (l) The VFD shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the VFD's performance under this contract. The VFD recognizes that the COUNTY has no responsibility to furnish this coverage and VFD waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

### CONSIDERATION

For the services provided above, the COUNTY shall provide to VFD:

- (1) The sum not to exceed \$4,200.00 per month during the term of this contract, All sums to be paid under this contract by the COUNTY shall be made from current revenues available.
- (2) The COUNTY shall provide accessibility to a COUNTY owned cell phone for use in the fire protection and first responder services contemplated in this contract.

### GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)

In difference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The VFD shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

### NOTICE OF NONAPPROPRIATION

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.

### DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this contract immediately.

### EFFECTIVE DATE

The effective date of this agreement shall be October 1, 2014, or the date that both parties have signed within the 2014-2015 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2015.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the VFD, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

## TERMINATION

- A. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the VFD and the COUNTY, as evidenced by a written termination agreement.
- B. **For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.
- C. **By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

## DISPUTE RESOLUTION

- (A) **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.
- (B) **Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.
- (C) **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.
- (D) **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: VFD: Chief and/or Assistant or Deputy Chief; COUNTY: County Commissioner and/or County Judge.
- (E) **Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.
- (F) **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

## GENERAL PROVISIONS

**Agent of the COUNTY for Certain Limited Purposes Only:** The COUNTY and the VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the VFD for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the VFD acts as an agent of the COUNTY to the *limited* extent said law mandates. However, it is understood that the VFD is a private non-profit corporation and not a governmental entity, and is not an agent of the COUNTY for any other purpose.

**Severability:** If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

**NIMS- National Incident Management Systems:** All VFDs shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The VFD shall submit records for each member documenting completion of NIMS training. The VFD shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

**Notices:**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge  
P.O. Box 393  
Decatur, Texas 76234

**To VFD:** Any notice permitted or required to be given to the VFD hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas 76\_\_\_\_\_

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** The undersigned officers and/or agents of the parties hereto 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.

**Governing Law/Venue:** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act.

**Entire Agreement:** This contract is a total and complete integration of any and all understandings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

**Amendment:** If the Parties desire to amend this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties

DATED to be effective this the 1st day of October, 2014

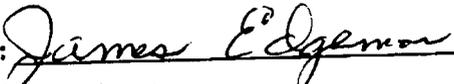
WISE COUNTY

BY: 

Wise County Judge

Date: 10/3/14

Newark Volunteer Fire Department

By: 

Title: Chief

Date: 10-1-14

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**INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS  
AND THE CITY OF DECATUR FOR ROAD REPAIRS AND MAINTENANCE**

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

**WHEREAS**, this agreement is made and entered into on the 1<sup>st</sup> day of October, 2014 by and between Wise County, Texas (COUNTY), through its Commissioners Court and the City of Decatur (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the CITY currently has a need for road maintenance, enhancements, repairs and other projects located within its boundaries within Wise County and the CITY is not equipped to render such services; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

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

**PUBLIC PURPOSE**

The purpose of this contract is for the COUNTY to provide assistance with public projects to construct, improve, or repair a public road, alleyway, parking lot (to include planned "pothole repair" of specific roadway areas), building or other facility, all being within the CITY's annexed and/or other type of defined legal boundaries within said Precinct of the County Commissioner that is sponsoring the public project.

**PUBLIC PROJECT PROCEDURE**

Before any work can start on any and all public projects covered by this agreement the following process must be completed in accordance with Texas Government Code 791.014:

1. After establishing an agreed public project, The Wise County Commissioner must submit the proposed project to the Wise County Auditor. The Wise County Auditor will in turn complete an "Approval of Project Agreement" from the information provided and returned to the Wise County Commissioner from the CITY.
2. The Wise County Commissioner will then present the "Approval of Project Agreement" to the appropriate or designated CITY representative for Project submission to/and for approval from its governing board.
3. If approval is granted by the CITY, the CITY must return the signed Project Agreement for the public project to the Wise County Commissioner. The Wise County Commissioner will then submit the approved Project Agreement to the County Judge to be placed on the

Court's Agenda for a recommendation and vote by the Wise County Commissioner's Court.

4. If approved by the COUNTY, then and only then, may work commence on the public project. After completion of the work, "Exhibit A" of the Approval of Project Agreement must be completed and returned to the County Auditor.
5. All repairs will be done in a workmanlike manner as measured by Wise County's usual practice in such projects. The COUNTY shall be in charge of all control procedures, means, coordination and final inspection of the Public Projects contemplated under this agreement.
6. Nothing herein shall alter or change the legal responsibility under existing law for maintenance and repairs from a party, nor will this agreement cause Wise County to incur additional liability other than the liability it would have without this agreement.

### **CONSIDERATION**

Total Charges for this agreement for the services and process mentioned above:

1. COUNTY, at its discretion, may furnish labor and/or equipment up to \$15,000 per project each County fiscal year, beginning October 1<sup>st</sup> and ending September 30<sup>th</sup> of said years that this agreement is in full force and effect. The funds used on each public project will be furnished from the current year's revenues.
2. Notwithstanding the foregoing, it is understood that each party paying for the performance of the mutual governmental functions, services, goods and materials must make those payments from the current fiscal year revenues available to the paying party.
3. The CITY shall pay the vendors directly for the materials used on the approved public projects.
4. At the end of every fiscal year, the CITY shall submit a copy of any and all vendor invoices from the approved projects to the Wise County Auditor.

### **NOTICE OF NONAPPROPRIATION**

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.

### **TERM AND RENEWAL**

The effective date of this agreement shall be from October 1, 2014, or the date that both parties have signed within the 2014-2015 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2015. This agreement shall automatically renew yearly at midnight on October 1st. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

## TERMINATION

**By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

**For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.

**By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

## DISPUTE RESOLUTION

**Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

**Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

**First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

**Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: Superintendent; COUNTY: County Commissioner and/or County Judge.

**Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

## GENERAL PROVISIONS

**Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

### Notices:

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge  
P.O. Box 393  
Decatur, Texas 76234

To CITY: Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Brett Shannon  
PO Box 1299 Address  
Decatur, Texas 76234

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended. The CITY agrees to accept full responsibility for the acts, negligence and/or omissions of all CITY employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the CITY. The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.

**Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

**Amendment:** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the 15<sup>th</sup> day of October, 2014

WISE COUNTY

BY: [Signature]

Wise County Judge

Date: 9/15/14

CITY OF DECATUR

BY: [Signature]

Title: Mayor

Date: 10-27-14

ag



500 N. Brand Blvd, Suite 1000  
Irvine, CA 92614 USA

tel: 949 266-0910  
fax: 949 251-0788

www.everbridge.com

**QUOTATION**

Quote Number: 00012642

**Confidential**

1 of 2

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

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

**Contract Summary Information**

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

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

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

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

**PREMIUM FEATURES / USAGE**

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

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5000 Brand Blvd Suite 1000  
Boulder, CO 80501 USA

tel: 565 262-1911  
fax: 303 442-7796

www.everbridge.com

**QUOTATION**

Quote Number: 00012642

**Confidential**

2 of 2

**Pricing Summary:**

Year One Fees*	\$20,500.00
One-time Implementation and Set Up Fees:	\$0.00
<b>Total Year One Fees:</b>	<b>\$20,500.00</b>

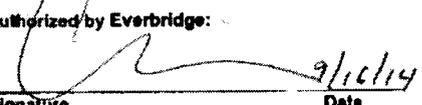
1. Additional rates apply for all international calls.
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the GSA Contract No. GS-35F-0692P.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services )

**Supplemental Notes:**

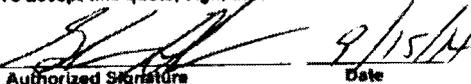
- This quote allows Wise County, TX to exercise their optional year 1 of the 4 written into the original contract signed in 2013.

**Authorized by Everbridge:**

  
 \_\_\_\_\_  
 Signature Date 9/16/14

Cinta Pudra CTO  
 \_\_\_\_\_  
 Print Name Title

**To accept this quote, sign, date and return:**

  
 \_\_\_\_\_  
 Authorized Signature Date 9/15/14

Glenn Hughes County Judge  
 \_\_\_\_\_  
 Print Name Title

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# **RENEWALS**

**November 10, 2014**

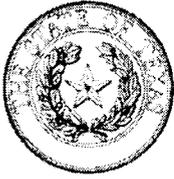
**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. TAC Interlocal Participation Agreement**
- 2. NCTTRAC EMTF MOA**
- 3. Dustin Copier-Auditor**

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# **NEED APPROVAL**

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# TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: 11/3/2014

Agency: Wise County Sheriff's Office

Phone: (940) 627-5971 Alternate Phone: (940) 627-3312

Fax: (940) 627-3797

Website (if applicable): \_\_\_\_\_

Screeners #1: Sgt. Walls, B.R. / wallsb@sheriff.co.wise.tx.us  
RANK / NAME / E-MAIL ADDRESS

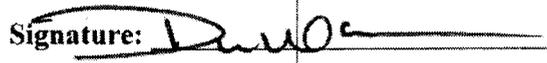
Screeners #2: Lt. Gomez, Chuck / gomezcc@sheriff.co.wise.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screeners #3: Sgt Caddell, Daniel / caddellc@sheriff.co.wise.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screeners #4: Sgt Mayo, James / mayoj@sheriff.co.wise.tx.us  
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Sgt Caddell, Daniel / caddellc@sheriff.co.wise.tx.us  
RANK / NAME / E-MAIL ADDRESS

### AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>

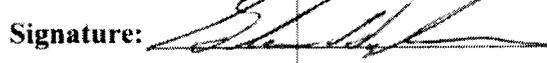
Signature:  11/3/2014

Name: David Walker

Title: Sheriff

Email: walkerd@sheriff.co.wise.tx.us

### AUTHORIZED OFFICIAL<sup>2</sup>

Signature:  11/3/2014

Name: Glenn Hughes

Title: Acting Wise County Judge

Email: hughesg@co.wise.tx.us

<sup>1</sup> Agency Chief Executive Official – Chief of Police or County Sheriff.

<sup>2</sup> Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

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CLEAR

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

\*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW  UPDATE  SCREENER ID (Update Only): EBW00315

AGENCY: WISE COUNTY SHERIFF'S OFFICE

PHYSICAL ADDRESS (No P.O. Box): 200 ROOK RAMSEY DR.

MAILING ADDRESS (If different than above):

CITY: DECATUR STATE: TX

ZIP: 76234 EMAIL: WALLSB@SHERIFF.CO.WSIE.TX.US

PHONE: 940-627-5971 FAX:

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY FULL-TIME: 80 PART-TIME:

SCREENER(S) POC: MUST HAVE AT LEAST ONE

\*MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup

SCREENER/MAIN POC: WALLS, BLAKE

SCREENER/POC #2: GOMEZ, CHUCK

SCREENER/POC #3: CADDELL, CLINT

SCREENER/POC #4: MAYO, JAMES

WEAPON POC (Optional): CADDELL, CLINT

AIRCRAFT POC (Optional):

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES  NO

WEAPONS: YES  NO  AIRCRAFT: YES  NO  WATERCRAFT: YES  NO

TACTICAL VEHICLES: YES  NO  OTHER CONTROLLED PROPERTY: YES  NO  DEMIL A (LESS THAN A YEAR OLD): YES  NO

\*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.

\*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/: David Walker DATE: 11/3/14 HEAD OF LOCAL AGENCY PRINTED NAME

SIGNATURE

STATE COORDINATOR: DATE: (NOT REQUIRED FOR FEDERAL) PRINTED NAME

SIGNATURE

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ALLDATA

# ALLDATA

9650 West Taron Dr • Elk Grove, CA 95757 • 800-829-8727 • FAX 800-829-3329

FP14

July 30, 2013

LB

WISE COUNTY SHERIFFS DEPT  
BILL MCELHANEY  
200 ROOK RAMSEY DR  
DECATUR, TX 76234

12-5-568-455  
I hereby certify that the goods/services described have been used in the services of Wise Co. Tx. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

fw949294
ACCOUNT NUMBER
940-627-5971 / WISECO

The active subscription to ALLDATA ends on 10/26/2013. For continued access to data coverage, please reply today.

Signature/Date:

All Makes Data Subscription	10/27/2013	10/26/2014	\$1,500.00
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## SCANNED

\*\*\*PRICING OFFER EXPIRES 10/31/2013\*\*\*

DATE

2568  
Pat Entered  
OCT 22 2013

Please note that our physical, mailing, and billing address has been changed to:  
**ALLDATA**  
 9650 West Taron Dr.  
 Elk Grove, CA 95757

Renewal total	\$1,500.00	Renewal total	\$1,500.00
Sales tax <sup>ⓐ</sup>	\$123.75	Sales Tax Exempt	
<b>TOTAL</b>	<b>\$1,623.75</b>	<b>TOTAL</b>	<b>\$1,500.00</b>

\* If your organization is exempt from state and local taxes, please include a copy of the tax exemption certificate unless exemption information is pre-printed on purchase order.

ⓐ ALLDATA collects sales taxes as applicable on behalf of your state and local government agencies. If your entity is exempt from state and local sales taxes please tender payment as per the totals in the non taxable column.

8/14/13

THE PURCHASER EXPRESSLY UNDERSTANDS AND AGREES:

- The undersigned by his/her signature, acknowledges that this contract is non-cancelable.
- Due to the continuous updating of information data bases, all information on any given model may not be on the compact disc. Generally, updated information is obtainable by contacting the ALLDATA Customer Service Department at (800) 859-3282.
- This agreement follows the terms and conditions set forth in the original Sales Agreement, unless expressly modified in writing.

CASH / CHECK (payment enclosed)

Please invoice us

PO# \_\_\_\_\_

VISA / MASTERCARD

Card # \_\_\_\_\_ Exp \_\_\_\_\_

X \_\_\_\_\_  
(Authorized Signature)

Approved by Commissioner's  
Court Date 9-30-13

Avoid an unplanned lapse of your ALLDATA Automotive Information System data subscription today. To renew, please sign this notice and fax to 800-829-3329, or email this signed renewal notice and/or a purchase order, or mail to us the renewal notice with payment, or the renewal notice with purchase order information. If you have questions about your subscription please contact: **David Puccetti, your ALLDATA Account Manager at 800-829-8727 x3269 - dpuccetti@alldata.com**

Diagnostic software - 568

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**DUSTIN OFFICE MACHINES**

105B East California  
Gainesville, TX 76240

**FULL COVERAGE MAINTENANCE AGREEMENT**

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

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

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

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

NAME: WISE COUNTY 911 ADDRESSING

ADDRESS: DECATUR, TX 76234

SERIAL NO.	MODEL NO.	TYPE OF MACHINE	PRICE
APR7702872	KYOCERA FS-C5025N	PRINTER	\$300.00 MONTHLY

Copy Count: \_\_\_\_\_

For the above Maintenance Service, we agree to pay DUSTIN OFFICE MACHINES, in advance, the sum of \$300.00 monthly.

This agreement is for 2,727 copies monthly, \$.011 per copy over 2,727 copies.

The above agreement is to remain in force from 12-21-2014 to 12-21-2015 and will be renewed from year to year at the then current yearly rate until canceled by either party in writing.

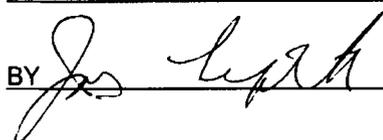
The above service agreement is void if machines are serviced by any other than those employed by DUSTIN OFFICE MACHINES.

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

WISE COUNTY 911 ADDRESSING

BY \_\_\_\_\_

DUSTIN OFFICE MACHINES

BY  \_\_\_\_\_