

26F/9

RENEWALS

December 15, 2014

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Dustin Copier-Jail, CCL2, Extension Office**
- 2. Iplow-District Clerk**

26f/9

FULLY EXECUTED

December 15, 2014

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

- 1. NWISD SRO**
- 2. Road Repair-Boyd, Newark**
- 3. Animal Control-Boyd**
- 4. Library-Boyd**
- 5. Devon Tower Lease Family Additional Property**
- 6. Collin College**
- 7. Intermedix Modification of Service Agreement**
- 8. Denton County Inmate**

26f

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
WISE COUNTY, TEXAS AND NORTHWEST INDEPENDENT SCHOOL DISTRICT
FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made, entered into and executed by and between Wise County, Texas, a duly organized political subdivision of the State of Texas, hereinafter "County;" and Northwest Independent School District, a duly organized Texas Independent school district located partly in Wise County, hereinafter "District."

WHEREAS, The District has a need for a certified peace officer to assist in the enforcement of state and local laws on District property, especially with respect to the student population at their Seven Hills Elementary School, Prairie View Elementary School and Chisholm Trail Middle School, all located within Wise County.

WHEREAS, The County employs certified peace officers to enforce state and local laws and the jurisdiction of the County's peace officers includes the District's property.

WHEREAS, The enforcement of state and local laws is a function that both the County and the District are authorized to perform individually, the parties mutually desire to enter into this Agreement for the purpose of providing police protection to the District under the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," which provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the District hereby mutually agree to be subject to the provisions of the Act; and

NOW THEREFORE, this Agreement is hereby made and entered into by the County and the District upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County offers and the District hereby accepts the services of one (1) full-time certified peace officers "School Resource Officer" to assist the District in enforcing state and local laws on the District's property for a period of one (1) year, subject to renewal on an annual basis as deemed appropriate by the District and County and paid for out of current available revenues. **A school year shall be determined by the District's calendar and, if applicable, shall include the summer session, although the number of School Resource Officer(s) provided during the summer may be reduced at the County's discretion.**

II.

The School Resource Officer(s) shall have access to all District premises as needed to perform duties under this Agreement, but shall be primarily assigned to the campuses mentioned above. The School Resource Officer(s) shall be on duty during regularly scheduled school sessions and at selected athletic/extracurricular events as determined on a priority basis.

III.

The School Resource Officer shall provide a firearms accident prevention program at least one (1) time each school year in the elementary school as required by Section 1701.603 of the Texas Occupations Code.

IV.

The District shall pay \$40,600 per District Financial year to cover the annual salary and benefit costs of the School Resource Officer. The District shall be billed annually on October 1st and shall make payment within thirty (30) days by mailing the payment C/O Wise County Treasurer P.O. Box 554, Decatur, Texas 76234.

V.

Services provided to the District under this agreement shall be provided by a officer or officers employed by the County. The School Resource officer shall remain an employee and under the supervision of the County and shall remain subject to all personnel policies and procedures of the County. Such officers shall wear their County uniform and equipment while providing services under this agreement.

VI.

This Agreement may be terminated in whole, or in part, by the District or the County upon thirty (30) days written notice to the other party setting forth a substantial failure by the defaulting party to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be affected unless the defaulting party is given: (1) written notice of intent to terminate, setting forth the substantial failure to perform delivered via certified mail, return receipt requested; (2) not less than thirty (30) calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to termination.

VII.

This Agreement represents the entire integrated agreement between The District and Wise County and supersedes all prior negotiations, representations and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

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

For District: Dr. Karen Rue
 P.O. 77070
 Fort Worth, Texas 76170

IV.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Wise County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Wise County, Texas.

X.

If, for any fiscal year, the District or Wise County 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.

XII.

The District agrees to accept full responsibility for the acts, negligence and/or omissions of all District employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the District.

XIV.

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.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor the County waive, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVII.

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.

XVIII.

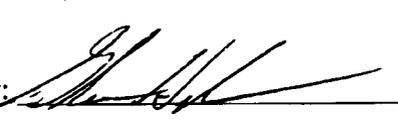
This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed.

Executed this 10th day of November, 2014.

NORTHWEST INDEPENDENT SCHOOL DISTRICT WISE COUNTY, TEXAS
P.O. Box 77070
Fort Worth Texas 76170

P.O. Box 393
Decatur, Texas 76234

By: 
Dr. Karen Rue
Superintendent

By: 
Wise County Judge

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 1st and ending September 30th 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:

_____, Texas 76_____ Address

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 15th day of October, 2014

WISE COUNTY

BY: [Signature]

Wise County Judge

Date: 9/15/14

CITY OF BOYD

BY: [Signature]

Title: Mayor

Date: 9-8-14

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

THE STATE OF TEXAS §
COUNTY OF WISE §

WHEREAS, this agreement is made and entered into on the 1st day of October, 2014 by and between Wise County, Texas (COUNTY), through its Commissioners Court and the City of Newark (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 1st and ending September 30th 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:

CITY OF NEWARK

P.O. Box 156 Address

NEWARK, Texas 76 071

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 15th day of October, 2014

WISE COUNTY

BY: [Signature]

Wise County Judge

Date: 9-15-14

CITY OF NEWARK

BY: [Signature]

Title: MAYOR

Date: 11-21-14

26f

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS §

§

FISCAL YEAR 2014-2015

COUNTY OF WISE §

THIS AGREEMENT is made and entered into by and between the CITY OF BOYD, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's Department (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, BOYD is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

WHEREAS, the Wise County Sheriff's Department is duly organized and functioning in accordance with the laws of the State of Texas; and

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

WHEREAS, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the CITY currently has a need for such Animal Control Services and is not equipped or able 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:

INCORPORATION OF RECITALS

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

COUNTY'S OBLIGATION/SCOPE OF SERVICES

- A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.
- B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.
- C. Animal Control officers are considered:
"On duty":
Monday through Saturday 8 am to 5 pm.
"Off duty":
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays
- D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
 - Vicious/dangerous animal
 - Animal attack/bite against a human
- E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services.
- F. COUNTY agrees to transport all captured animals to the COUNTY Animal Shelter.
- G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.
- H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

CITY'S OBLIGATIONS

- A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.
- B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.
- C. CITY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. Any service rendered by the COUNTY

which will result in over \$1,000.00 of charges to the CITY must be pre-approved by the CITY Administrator or Mayor

CITY RIGHTS PRESERVED

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

CONSIDERATION

- A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.
- B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. (See Attachment A)(Local Government Code Section 118.131)
- C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10th) day of every month and mailed to:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

- D. The COUNTY will reevaluate all fees prior to October 1st. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January 1st. All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, the Parties fail to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the Parties shall promptly give notice of the nonappropriation of funds. Parties shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The Parties 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 the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL TERMS

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.

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 the Parties 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. All costs and liabilities incurred by the COUNTY on behalf of the CITY prior to termination shall be the responsibility of the CITY.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY

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, waving 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.

INDEPENDENT CONTRACTOR

- A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
- B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

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 problems 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: CITY: City Manager and/or Mayor; 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

- A. **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.
- B. **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.
- C. **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:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
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 Boyd
P.O. Box 216
Boyd, TX 76023

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.

- D. **Authority of Signatories.** 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.
- E. **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.
- F. **Entirety of the Agreement and Modifications:** This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

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

WISE COUNTY

CITY OF BOYD

BY: 

BY: 

Wise County Judge

Title: Mayor

Date: 9-3-14

Date: 9-25-14

ATTACHMENT A

Animal Control Fees:

Dogs & Cats:

Owner Fees

Impound/first day.....	\$ 20.00
(each day thereafter).....	\$ 6.00
Euthanasia of owned animals.....	\$ 35.00
Quarantine Fee (10 days & Vet. Check).....	\$ 135.00

City Fees

City fee per animal brought to shelter for euthanasia.....	\$ 35.00
City fee per animal picked up for euthanasia.....	\$ 50.00

Livestock:

Impound – per head	
Large (Horse, Cow & Bull).....	\$ 75.00
Small (Goat, Sheep, Hog & Flightless Bird).....	\$ 50.00
Hauling/per head.....	\$ 50.00
Release fee/per head.....	\$ 25.00
Roundup, loading & care of livestock.....	Assessed by Contractor

(A complete list of County Charges is found on the State Comptroller's website

www.window.state.tx.us)

269

**CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS
AND THE BOYD 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 Boyd Public Library, (hereinafter called "Library"), an established Public Library located in the City of Boyd, 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 Boyd, 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 and

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 8.94 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 Boyd 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.

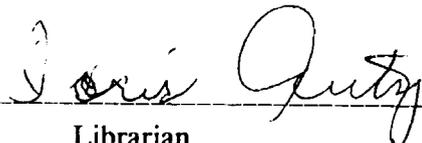
7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days

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.

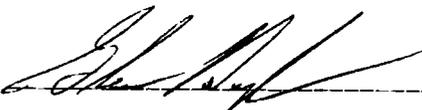
APPROVED by the governing body of the City of Boyd, Texas in a meeting held on the 18th day of September, 2014 and executed by the Mayor of that governing body and the Librarian of the Boyd Public Library, pursuant to a Resolution of the governing body.

BY: 
Mayor

BY: 
Librarian

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

County of Wise, Texas

BY: 
County Judge

269

STATE OF TEXAS §
§
COUNTY OF WISE §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: This Lease Agreement (the "Agreement") made and entered into on the later of the two dates of the two authorized signatures below (the "Effective Date") by and between Jarrett Webb, Teresa Webb, Blaine Webb and Angie Tyson of the State of Texas and all representatives of the Zane Tyson estate and Rachel Tyson estate, (hereinafter referred to collectively as "Lessor"); and Wise County, Texas, a Texas county government entity created and authorized by the Constitution of the State of Texas, (herein called "Lessee"), whose mailing address is Attn: Wise County Judge, P. O. Box 393, Decatur, Wise County, Texas 76234; as follows:

For and in consideration of the mutual covenants and obligations of the parties hereto, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. **Purpose of Lease:** The lease hereby agreed upon shall be for the purpose of ingress and egress relating to operation and maintenance of radio equipment; the construction of a county owned structure to secure the County's radio equipment; and other related purposes in conjunction operation and maintenance of radio equipment on and around the antenna listed below. None of the equipment or structures placed by the Lessee on the Leased Premises shall be considered fixtures for any reason and will be considered removable should this lease ever be terminated.

2. **Description of the Premises:** Lessor does hereby let and lease unto Lessee and Lessee agrees to receive and lease from Lessor the hereinafter described land for the purposes stated above and in conjunction with a DEVON ENERGY CORPORATION easement recorded in the Wise County Clerk's Deed records in Volume 428, Page 469 originally assigned to said corporation on August 8, 2011 and effective July 1st, 2011, along with a and related to an antenna located 921.53 feet South 0° 36' 28" West and 197.85 feet North 89° 23' 32" West from the Northeast Corner of the A.J. Hitchcock Survey, A-398, upon and across the following described property in the County of Wise, State of Texas, more particularly described as follows, to wit:

Being a 0.54 acre tract in the A.J. Hitchcock Survey Abstract Number 398

and being part of a certain called 107 acre tract described in instrument recorded in Volume 492, Page 571, Real Records, Wise County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Provided further, this Lease is made subject to the terms of any valid oil and gas lease, valid oil, gas and mineral severance, valid easement, restriction or zoning ordinance, visible and apparent on the property or to the extent the same may appear of record and may be in force and effect at the creation of this lease, covering or describing the aforesaid land or any part thereof.

3. **Terms of lease and rental rate.** This Lease Agreement is made for the initial term beginning on the later of the two dates of the two authorized signatures below (the "Effective Date") and terminating at 11:59 p.m., September 30th, 2015. The lease will then be automatically renewed October 1st, 2015 and run annually from October 1st until September 30th at 11:59p.m., unless a sixty (60) day notice is given by either party to terminate prior to the annual renewal or another terminating event occurs.

The annual rental rate shall be for fifteen hundred dollars (\$1500.00) for the term(s) of this agreement. To be paid by mail (c/o Angie Tyson at 2204 Fair Oaks Dr. Bridgeport, Texas 76426) within thirty (30) days of the beginning of each renewal, subject to annual appropriation from the Wise County Commissioner Court.

4. **Default and Remedy.** The following events shall be deemed to be events of default under this lease:

A. Failure of Lessee to pay any installment of rent or other sum payable to Lessor hereunder on the date that same is due and such failure shall continue for a period of thirty (30) days.

B. Failure of Lessee to comply with any term, condition or covenant of this lease, other than the payment of rent or other sum of money, and such failure shall not be cured within sixty (60) days after written notice thereof to Lessee.

Upon the occurrence of any of the events of default listed, Lessor shall have the option to terminate this lease, in which event Lessee shall have thirty (30) days to remove all County property and surrender the Leased Premises to Lessor.

C. Failure of Lessor to allow the terms or purpose of this agreement to be fulfilled after a thirty (30) day notice of the failure of a term. If not cured County can terminate the lease and shall be provided a prorated refund of the unused rental payment.

D. Either party may terminate at any time after providing ninety (90) days notice.

5. **Waiver of Default.** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

6. **NON APPROPRIATIONS CLAUSE:** If, for any fiscal year, Wise County fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Lease and the Lease will then be terminated at the end of the then current term

7. **Lessor's covenants** Lessor covenants that during the term(s) of this lease it will provide TO HAVE AND TO HOLD the said lease, unto the County of Wise to be used for said purpose; and LESSOR does hereby bind itself, its himself, his, herself, her, themselves, their, heirs, executors and administrators, successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said County of Wise, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof and make this lease SUBJECT TO any transfer of aforementioned property by the LESSOR.

8. **Lessee's covenants.** Lessee covenants that it will at the expiration of the said agreement by any means, peaceably yield up to said Lessor the above described premises in as good condition as at this date, reasonable wear and use thereof excepted.

Lessee further covenants that it will fully comply with all local ordinances, laws, rules and regulations of the state and governments, the local municipal government and all other authorities regarding the use of the Leased Premises, and that it will commit no act thereon which constitutes a public nuisance.

9. **Miscellaneous.** This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Wise County, Texas. The Parties mutually agree that venue for any action arising from this Agreement shall lie in Wise County, Texas.

Lessor agrees to accept full responsibility for the acts, negligence and/or omissions of all Lessor's agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the Lessor.

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.

This Agreement represents the entire integrated agreement between the Lessor

and Wise County and supersedes all prior negotiations, representations and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed to the addresses listed above.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Hazardous Materials:

1. Environmental Definitions:

- (a) "Hazardous Material" means any substance;
 - (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9681 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. 6981 et seq.), as amended from time to time, or the same or a related defined term in any successor or companion statutes, whether federal, state or local, and crude oil or by products of crude oil other than crude oil which exists on the property as a natural formation; or
 - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission board, agency or instrumentality of the United States, or any political subdivision thereof; or
 - (iv) The presence of which on the Leased Premises causes or threatens to cause, a nuisance to the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons in or about the Premises,

- (b) "Environmental Requirements" means all applicable present and future statues, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items, of all governmental agencies, departments, commissions, board, bureaus, or instrumentalities of the United States, state and political subdivision hereof and all applicable judicial,

administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitations;

- (i) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substance, pollutants, contaminants, or hazardous or toxic substances, materials or waste whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or waste, whether solid, liquid, or gaseous in nature; and
- (ii) All requirements pertaining to protection of the health and safety of employees or the public.

1. **Warranties and Representations:**

- (a) Lessor hereby warrants and represents, to the best of Lessor's knowledge, that during its' ownership, Hazardous Material has not been released on the herein described Leased Premises and all Environmental Requirements pertaining to the property have been complied with; that it has no knowledge of the release of Hazardous Materials occurring before its' ownership or any violation of Environmental Requirements pertaining to the Leased Premises; that it has no knowledge or reason to believe that there is Hazardous Material or that all Environmental Requirements have not complied with; that Lessor shall comply with all federal, state and local laws and regulations regarding the use, release, storage and disposal of hazardous materials in those portions of the Leased Premises in Lessor's control and the performance of all obligations regarding Environmental Requirements; that Lessor shall comply with all federal, state and local laws and regulations regarding the use, release, storage and disposal of Hazardous Materials; and that Lessor shall use its' best efforts to cause all other persons using the Leased Premises to comply with the aforementioned rules and regulations.
 - (b) To the extent provided or permitted by law, Lessee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning its use, release, storage and disposal of Hazardous Material on the Premises and regarding fulfilling all applicable Environmental Requirements pertaining to its use of the Premises.
2. **Notice:** Lessor and Lessee agree to immediately notify each other when either party learns that Hazardous Material has been released or that an Environmental Requirement has been breached.

3. **Indemnities:**

- (a) Lessor agrees to indemnify, defend and save harmless Lessee, Commissioners, agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arises out of the presence of Hazardous Materials on the Premises (other than those brought thereon by Lessee) or the breach of an Environmental Requirements which has been caused by Lessor.
- (b) To the extent provided or permitted by law, Lessee agrees to indemnify, defend and save harmless Lessor from and against liability and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Material on the Premises brought thereon by the Lessee or the breach of an Environmental Requirement caused by Lessee.
- (c) The indemnity provided each party by this provision shall survive the termination of this Lease.

4. **Default:** The presence or release of Hazardous Material on the Leased Premises or the breach of an Environmental Requirement which is caused by Lessor or which threatens the health and safety of Lessee's agent, officers, employees, or invites, shall entitle Lessee's agents, officers, employees or invitees, shall entitle Lessee termination, such problem is not curable within fifteen (15) days of the date of written notice by Lessee to Lessor. In the event of such termination, Lessee shall not be obligated for any further rental and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate based on the regular monthly rental. If the presence of Hazardous Material on the Leased Premises or breach of an Environmental Requirement requires Lessee to evacuate the Premises for the health and safety of Lessee's agents, officers, employees or invitees then Lessee shall be entitled to an abatement of rent prorated on a daily basis, for each day that the Lessee cannot use the Premises.

5. **Direct Expenses:** Expenses incurred by Lessor as a result of the presence or release of Hazardous Material on the Leased Premises or the breach of an Environmental Requirement which is not caused by Lessee are extraordinary cost not considered normal operating costs and shall not be passes through to Lessee as part of its obligations, if any, to pay operating costs.

11. SOVEREIGN IMMUNITY. This contract may not be interpreted in any way to waive the sovereign immunity of WISE COUNTY (Lessee), to the fullest extent such immunity may be had under the laws of the State of Texas.

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.

LESSOR:

LESSEE:

BY: Angie Tyson

BY: [Signature]

Date: 11-10-14

Date: 11/17/14

THE STATE OF TEXAS §

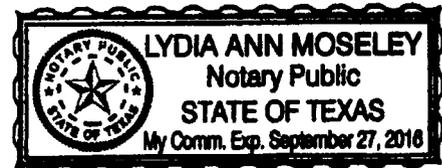
COUNTY OF WISE §

This instrument was acknowledged before me on the 10th day of November, 2014, by Angie Tyson, Lessor and individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Lydia Ann Moseley
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF WISE §



This instrument was acknowledged before me on the 17th day of November, 2014, by J.D. Clark, for Wise County, Texas, on behalf of said county, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public, State of Texas
Caryn C Dunn
Notary Public, State of Texas
My Commission Expires 08-25-2016

EXHIBIT "A"

Being a 0.54 acre tract in the A.J. Hitchcock Survey Abstract Number 398 and being part of a certain called 107 acre tract described in instrument recorded in Volume 492, Page 571, Real Records, Wise County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a highway monument in the East line of said 107 acre tract and in the South R.O.W. of U.S. Highway 380 for the Southeast corner of a certain called 7.13 acre tract conveyed to the State of Texas recorded in Volume 1126, Page 504, Official Public Records, Wise County, Texas; **THENCE** with a curve to the right having a radius of 3048.84 feet and arc distance of 110.42 feet (Long Chord S 82°23'31" W 110.42') to a point in said South R.O.W. at the **POINT OF BEGINNING** of the easement herein described;

THENCE parallel with and 10 feet East of the center line of a gravel road the following courses and distances:

South 42°51'54" West a distance of 283.91 feet to a point for a corner;

South 29°46'54" West a distance of 36.50 feet to a point for a corner;

South 09°37'37" West a distance of 24.36 feet to a point for a corner;

South 12°40'46" East a distance of 39.37 feet to a point for a corner;

South 27°37'00" East a distance of 77.29 feet to a point for a corner;

South 24°35'25" East a distance of 42.41 feet to a point for a corner;

South 12°59'03" East a distance of 51.54 feet to a point for a corner;

South 08°40'04" East a distance of 154.67 feet to a point for a corner;

South 12°47'22" East a distance of 100.88 feet to a point for a corner;

South 04°08'33" East a distance of 91.47 feet to a point for a corner;

South 06°47'26" West a distance of 60.08 feet to a point for a corner;

South 11°26'35" West a distance of 71.52 feet to a point for a corner;

North 75°10'08" East leaving said gravel road a distance of 61.46 feet to a fence corner found for a corner;

THENCE North 14°51'32" West a distance of 29.21 feet to a fence corner found for a corner;

THENCE North 75°39'01" East a distance of 20.00 feet to a capped 1/2" iron

rod stamped MANNING set for a corner;

THENCE South $14^{\circ}51'32''$ East a distance of 49.04 feet to a capped $\frac{1}{2}$ " iron rod stamped MANNING set for a corner;

THENCE South $75^{\circ}10'08''$ West a distance of 113.65 feet to a capped $\frac{1}{2}$ " iron rod stamped MANNING set for a corner;

THENCE parallel with and 10 feet West of the center line of said gravel road the following courses and directions:

North $11^{\circ}26'35''$ East a distance of 102.88 feet to a point for a corner;

North $06^{\circ}47'26''$ East a distance of 57.36 feet to a point for a corner;

North $04^{\circ}08'33''$ West a distance of 88.05 feet to a point for a corner;

North $12^{\circ}47'22''$ West a distance of 100.08 feet to a point for a corner;

North $08^{\circ}40'04''$ West a distance of 154.63 feet to a point for a corner;

North $12^{\circ}59'03''$ West a distance of 48.75 feet to a point for a corner;

North $24^{\circ}35'25''$ West a distance of 39.85 feet to a point for a corner;

North $27^{\circ}37'00''$ West a distance of 79.39 feet to a point for a corner;

North $12^{\circ}40'46''$ West a distance of 45.93 feet to a point for a corner;

North $09^{\circ}37'37''$ West a distance of 31.85 feet to a point for a corner;

North $29^{\circ}46'54''$ East a distance of 42.33 feet to a point for a corner;

North $42^{\circ}51'50''$ East a distance of 263.10 feet to a point for a corner in said South R.O.W., said point also being in a curve with a radius of 3048.84 feet;

THENCE with said South R.O.W. and with said curve to the left an arc a distance of 30.58 feet (Long Chord N $83^{\circ}43'02''$ E 30.58 feet) to the POINT OF BEGINNING and containing 0.54 acres of land.

FIELD NOTES FOR A 20 FOOT INGRESS AND EGRESS EASEMENT

Being a 0.54 acre tract in the A.J. Hitchcock Survey, Abstract Number 398 and being part of a certain called 107 acre tract described in instrument recorded in Volume 492, Page 571, Real Records, Wise County, Texas and being described by metes and bounds as follows:

COMMENCING at a highway monument in the East line of said 107 acre tract and in the South R.O.W. of U.S. Highway 380 for the Southeast corner of a certain called 7.13 acre tract conveyed to the State of Texas recorded in Volume 1126 Page 504, Official Public Records, Wise County, Texas; THENCE with a curve to the right having a radius of 3048.84 feet an arc distance of 110.42 feet (Long Chord S 82°23'31" W 110.42') to a point in said South R.O.W. at the POINT OF BEGINNING of the easement herein described;

THENCE parallel with and 10 feet East of the center line of a gravel road the following courses and distances:

South 42°51'54" West a distance of 283.91 feet to a point for a corner;
 South 29°46'54" West a distance of 36.50 feet to a point for a corner;
 South 09°37'37" West a distance of 24.36 feet to a point for a corner;
 South 12°40'46" East a distance of 39.37 feet to a point for a corner;
 South 27°37'00" East a distance of 77.29 feet to a point for a corner;
 South 24°35'25" East a distance of 42.41 feet to a point for a corner;
 South 12°59'03" East a distance of 51.54 feet to a point for a corner;
 South 08°40'04" East a distance of 154.87 feet to a point for a corner;
 South 12°47'22" East a distance of 100.88 feet to a point for a corner;
 South 04°08'33" East a distance of 91.47 feet to a point for a corner;
 South 06°47'26" West a distance of 80.08 feet to a point for a corner;
 South 11°26'35" West a distance of 71.52 feet to a point for a corner;

North 75°10'08" East leaving said gravel road a distance of 61.48 feet to a fence corner found for a corner;
 THENCE North 14°51'32" West a distance of 29.21 feet to a fence corner found for a corner;

THENCE North 75°39'01" East a distance of 20.00 feet to a capped 1/4" iron rod stamped MANNING set for a corner;
 THENCE South 14°51'32" East a distance of 49.04 feet to a capped 1/4" iron rod stamped MANNING set for a corner;
 THENCE South 75°10'08" West a distance of 113.85 feet to a capped 1/4" iron rod stamped MANNING set for a corner;
 THENCE parallel with and 10 feet West of the center line of said gravel road the following courses and distances:

North 11°26'35" East a distance of 102.88 feet to a point for a corner;
 North 06°47'26" East a distance of 57.38 feet to a point for a corner;
 North 04°08'33" West a distance of 88.05 feet to a point for a corner;
 North 12°47'22" West a distance of 100.88 feet to a point for a corner;
 North 08°40'04" West a distance of 154.83 feet to a point for a corner;
 North 12°59'03" West a distance of 48.75 feet to a point for a corner;
 North 24°35'25" West a distance of 39.85 feet to a point for a corner;
 North 27°37'00" West a distance of 79.39 feet to a point for a corner;
 North 12°40'46" West a distance of 45.93 feet to a point for a corner;
 North 09°37'37" East a distance of 31.55 feet to a point for a corner;
 North 29°46'54" East a distance of 42.33 feet to a point for a corner;

North 42°51'50" East a distance of 283.10 feet to a point for a corner in said South R.O.W., said point also being in a curve with a radius of 3048.84 feet;

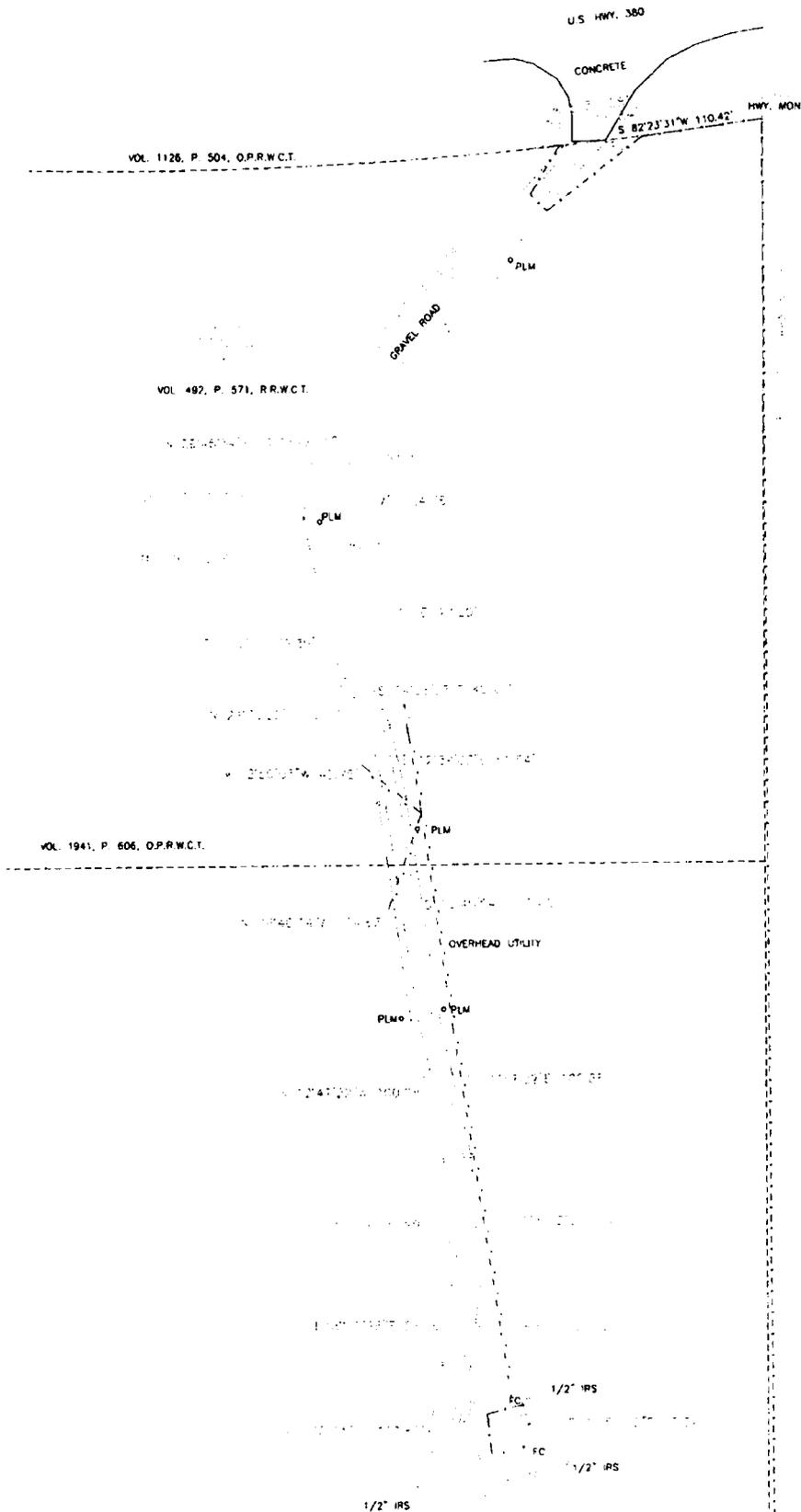
THENCE with said South R.O.W. and with said curve to the left an arc distance of 30.58 feet (Long Chord N 83°43'02" E 30.58 feet) to the POINT OF BEGINNING and containing 0.54 acres of land.

NOTE: SEE PAGE TWO FOR FLOOD STATEMENT & EASEMENTS.
 NOTE: CONTACT PIPELINE COMPANY FOR EXACT LOCATION OF PIPELINES.
 NOTE: BEARINGS BASED ON NAD-83 DATUM.

NOTE: THIS SURVEY IS PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES & NO LICENSE HAS BEEN CREATED. EXPRESS OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THIS ORIGINAL TRANSACTION.

© Copyright 2014 Manning Surveying

This description was prepared from a Survey made on the ground under my supervision on January 29 2014 and is subject to any



PLM = PIPELINE MARKER

0.54 ACRE TRACT IN THE A.J. HITCHCOCK SURVEY, ABSTRACT NUMBER
398, WISE COUNTY, TEXAS.

According to a copy of the Flood Insurance Rate Map for Wise County, Texas and Incorporated Areas, Map Number 48497C0325 D effective date December 16, 2011 no part of subject property is in the 100 year flood zone, said property is in Zone "X".

2log

RX Date/Time
Nov 20 14 09:37a

11/20/2014 10:46 9725486589
Law Enforcement Academy 9725486589

P.001
p. 1



Collin College

Third Party Billing Contract

Vendor Name Wise County c/o Wise County Sheriff
 Primary Contact Blake Walls
 Billing Address P.O. Box 899 Decatur Texas 762234
 Phone Number (940) 627-5971
 FAX Number (940) 627-3797
 E-mail Address wallsb@sheriff.co.wise.tx.us

Collin College (Collin) and Wise County (Vendor) enter into a third party billing contract (Contract) whereupon Vendor agrees to pay Collin for tuition, fees, books, supplies and/or other services as authorized by the Vendor in this Contract. The duration of the Contract, specific costs covered, and amount for which the Vendor will be responsible are defined in the spaces provided

Duration of Contract (not to exceed two years): 1 year Fall 2014 To Summer 2015
 Costs paid by Vendor (indicate with an 'X'): Tuition Fees Books Supplies Other*
 Maximum per student: \$ (as approved by vendor's primary contact)
 And/or maximum per this agreement: \$ (as approved by vendor's primary contact)

It is understood Collin will invoice the Vendor and that payment is due upon receipt of invoice. When appropriate, attach a list of students, their corresponding social security number and/or birthdate, course(s) in which to be registered, and amount to be paid by the Vendor for each student. This Contract may be cancelled by either party with written notice. However, cancellation does not preclude Vendor or Collin from fulfilling obligations incurred prior to the cancellation of the Contract.

*Special Instructions: _____

Signature of Vendor's Authorized Agent

Barbara Jindra
 Associate Vice President, Administrative Services

Printed Name/Title:
 County Judge Glenn Hughes

Date NOVEMBER 3, 2014

Date received 11/03/14

Fax completed forms to: (972)548-6589

Or
 Mail to: Central Park Campus
 Attn: Law Enforcement Academy
 2200 W. University Drive
 McKinney, TX 75069-8001
 For questions call (972) 548-6863

For Office Use Only:	Vendor ID
----------------------	-----------

2log

intermedix

August 8, 2014

Charles Dillard, Director
Wise County Emergency Medical Services
1101 Rose Avenue
Decatur, TX 76234

Re: Modification of Service Agreement

Mr. Dillard:

Per our mutual agreement as indicated by the signatures affixed hereto, the following change is made to Section 5.01(b) of our Agreement effective October 1, 2013, by Bill McElhane of County of Wise, TX, and Doug Shamon of Advanced Data Processing, a subsidiary of Intermedix Corporation;

As Reads:

Section 5.01(b) One and fifty one-hundredths percent (1.50%) of all monies collected for use of Intermedix provided field data capturing and reporting system consisting of six (6) pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as TripTix ®), less refunds ("Net Collections").

Is Modified to Read:

Section 5.01(b) One and seventy-five one-hundredths percent (1.75%) of all monies collected for use of Intermedix provided field data capturing and reporting system consisting of seven (7) pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as TripTix ®), less refunds ("Net Collections").

There are no other changes and both parties agree that the above changes constitute the full and complete change to the Service Agreement. This change to take effect October 1, 2014.

Should this modification to the Service Agreement as set out in this letter be acceptable to you, please have this original signed and return it to:

Teresa Agostinelli
Intermedix Corporation
6451 North Federal Highway, Suite #1000
Fort Lauderdale, FL 33308

Once the letter has been received and countersigned by our corporate offices a copy will be forwarded to you for your files.

intermedix

Best Regards,



Richard C. Klemme
ADPI – Intermedix
PAGE TWO – MODIFICATION OF SERVICE AGREEMENT
County of Wise, Texas, and ADPI-Intermedix

ACKNOWLEDGED AND AGREED AS OF THE 11 DAY OF August, 2014.

COUNTY OF WISE, TEXAS.

By: 
Glenn Hughes, County Judge

COUNTERSIGNED THIS 19th DAY OF August, 2014
ADPI-INTERMEDIX

By: 
Doug Shamon, President

26 of

STATE OF TEXAS
COUNTY OF DENTON
COUNTY OF WISE

§
§
§
§

FY 2014-2015

INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

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

ARTICLE 1: DETENTION SERVICES

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

1.1 FACILITIES

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

1.2 HOUSING AND CARE OF INMATES

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

1.3 MEDICAL SERVICES

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

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

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

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

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

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

1.4 MEDICAL INFORMATION

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

1.5 TRANSPORATION AND OFF SITE SECURITY

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

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

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

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

1.6 SPECIAL PROGRAMS

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

1.7 LOCATION AND OPERATION OF FACILITY

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

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

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

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

2.2 BILLING PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

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

3.2 RENEWALS

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

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

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

3.3 TERMINATION

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

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

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

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

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

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

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

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

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

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

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

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

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

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

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

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

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

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

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

4.4 INMATE SENTENCES

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

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

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

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

4.5 LIABILITY

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

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

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

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

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

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

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

ARTICLE 5: MISCELLANEOUS

5.1 BINDING NATURE OF AGREEMENT

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

5.2 NOTICE

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

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

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

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

5.3 AMENDMENTS

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

5.4 PRIOR AGREEMENTS

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

5.5 CHOICE OF LAW AND VENUE

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

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

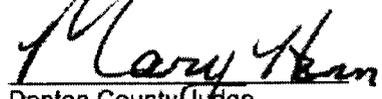
5.6 APPROVALS

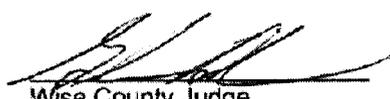
The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

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

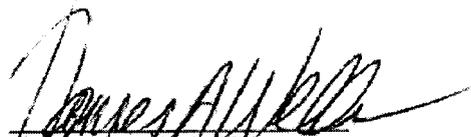
The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.


Denton County Judge
Denton County, Texas
Pursuant to a resolution of the
Commissioners Court of
Denton County, Texas
Passed the 7 day of
October 2014

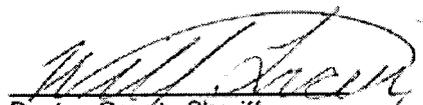

Wise County Judge
Wise County, Texas
Pursuant to a resolution of the
Commissioners Court of
Wise County, Texas
Passed the 15 day of
September 2014

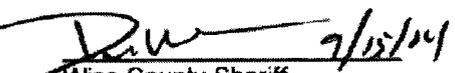
Date signed 10-7-2014

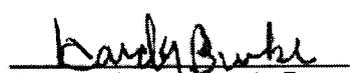
Date signed 9-15-14


Denton County Auditor

 9-15-14
Wise County Auditor


Denton County Sheriff
Denton County, Texas

 9/15/14
Wise County Sheriff
Wise County, Texas


Attorney Approval as to Form


Attorney Approval as to Form

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Remit to: North Central Texas Council of Governments

Attn: Accounts Receivable
 P.O. Box 5888, Arlington, Texas 76005-5888

Invoice Number: INV-0000011107 Invoice Date: 2014-10-31
 Invoice Amount: \$616.90 Invoice Due Date: 2014-11-29

Bill To:
 WISE COUNTY
 RECORDING SECRETARY
 P.O. BOX 393
 DECATUR, TX 76234

GOOD PT.

Customer ID C-0000002821

Annual membership dues to the North Central Texas Council of Governments for the period October 1, 2014 through September 30, 2015.

Based upon estimated population of 61690 computed at 0.0100 per capita with a \$200 minimum. 616.90

12-5-409-481
 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 composed bidding or billing scheme and they have not been previously paid for.

TOTAL AMOUNT DUE: \$616.90

Signature/Date: *[Signature]* 11/17/14

Terms: Net 30

For inquiries contact Administration at 817-695-9120.
 ORIGINAL - WHITE; REMITTANCE - YELLOW

RECEIVED
 NOV 13 2014
 BY: CCD

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Memorandum Of Understanding

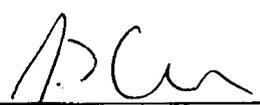
This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Wise County**, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for a period of one year the Non-Exclusive License Agreement, which is in effective until January 1, 2015.

Such an extension is provided for in Section 2 "TERM" of the Non-Exclusive License Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of one (1) year beginning January 1, 2015 until January 1, 2016.

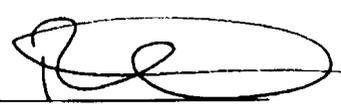
This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client



Hon. JD Clark
County Judge
12/15, 2014

IHS



Robert Baird
President
11/17, 2014

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**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): _____

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@SHEIRFF.CO.WISE.TX.US

PHONE: 940-627-5971 FAX: 940-627-3797

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 80 PART-TIME: _____ RESERVE: _____

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: DOWNES, HEINRICH

SCREENER/POC #4: FERGUSON, ART

WEAPON POC (Optional): FERGUSON, ART

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: YES NO
(LESS THAN A YEAR OLD)

*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/: WALKER, DAVID DATE: 11/18/14
HEAD OF LOCAL AGENCY PRINTED NAME


SIGNATURE

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

SIGNATURE



**TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET**

Date: NOV 6, 2014

Agency: WISE COUNTY SHERIFF'S OFFICE

Phone: (940)6275971 Alternate Phone: () - -

Fax: (940)6273797

Website (if applicable): _____

Screener #1: SGT WALLS, BLAKE / WALLSB@SHERIFF.CO.WISE.TX.US
RANK / NAME / E-MAIL ADDRESS

Screener #2: LT GOMEZ, CHUCK / GOMEZC@SHERIFF.CO.WISE.TX.US
RANK / NAME / E-MAIL ADDRESS

Screener #3: LT DOWNES, HEINRICH / DOWNESH@SHERIFF.CO.WISE.TX.US
RANK / NAME / E-MAIL ADDRESS

Screener #4: LT FERGUSON, ART / FERGUSONA@SHERIFF.CO.WISE.TX.US
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: LT FERGUSON, ART / FERGUSONA@SHERIFF.CO.WISE.TX.US
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL¹

Signature:

Name: DAVID WALKER

Title: SHERIFF

Email: WALKERD@SHERIFF.CO.WISE.TX.US

AUTHORIZED OFFICIAL²

Signature:

Name: J.D. CLARK

Title: COUNTY JUDGE

Email: c-judge@co.wise.tx.us

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

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



TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: WISE COUNTY SHERIFF'S OFFICE, Texas
City, County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

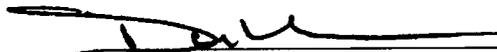
The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):



Signature

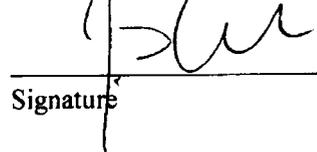
11/18/14

Date

WALKER, DAVID / WISE COUNTY SHERIFF

Name/Title

AUTHORIZED OFFICIAL (2):



Signature

12/15/14

Date

J.D. CLARK / WISE COUNTY JUDGE

Name/Title

*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

- (1) Agency Chief Executive Official – Chief of Police or County Sheriff
- (2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

STATE PLAN OF OPERATION BETWEEN
THE STATE OF TEXAS
AND THE
WISE COUNTY SHERIFF'S OFFICE

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the WISE CO. SHERIFFS OFFICE, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority.

The Governor of the State of Texas has designated in writing with an effective date of August 8, 2011 to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by the Texas Department of Public Safety. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of Texas are as follows:

State Coordinator (SC): Skylor Hearn

(if appointed) State Point of Contact (SPOC): Rolando Ayala

(if appointed) State Point of Contact (SPOC): Laurie Patterson

(if appointed) State Point of Contact (SPOC): _____

The State Coordinator contact information is:

Agency Address/Location: 5805 North Lamar Boulevard, Austin, Texas 78773

EMAIL/Contact Phone Numbers: Texas1033program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: Monday-Friday, 7:30 am - 4:30 pm

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

- B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.
- C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.
- D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.
- E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.
- F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).

2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).

3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

IV. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.

2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.

3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.

4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

C. State Required Compliance Criteria:

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.
3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

V. ANNUAL INVENTORY REQUIREMENT

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31st of each year. The Fiscal Year (FY) is defined as October 1st through September 30th of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31st may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The State of Texas in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

- (a) A review of each selected LEAs LESO Program files.
- (b) A review of the signed State Plan of Operation.
- (c) A review of the LEA application and screener(s) letter.
- (d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.
- (e) A review of property accountability procedures to include the following criteria;

- 1. The proper security and storage of assets. (Secure controlled area with limited access).
- 2. Asset tracking and sign out procedures in place for LESO assets.
- 3. Prior approval of any transfer of high visibility assets.
- 4. Reporting of all lost, missing or stolen assets.
- 5. Identification of all unused property**

**The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

- (f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

- 1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
4. LESO Program files must be segregated from all other records.
5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

X. PROPERTY ALLOCATION

A. The State and LEA's shall:

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.
2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.
3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.
4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.
5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

XI. PROGRAM SUSPENSION & TERMINATION

A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.

B. The State and/or DLA LESO shall suspend or terminate an LEA:

1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.
4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.
5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.
6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.
7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.
9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.
10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

XII. COSTS & FEES

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

XIII. NOTICES

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

XIV. ANTI-DISCRIMINATION

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

XV. INDEMNIFICATION CLAUSE

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered

acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

XVI. TERMINATION

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XVII. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

WISE COUNTY SHERIFF'S OFFICE

Agency Name

WALKER, DAVID

Type/Print Chief Executive Official Name

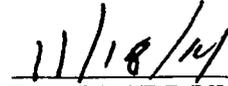


Chief Executive Official Signature

Skylor Hearn

Type/Print State Coordinator

State Coordinator Signature



Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

XVIII. Addendum

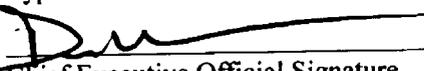
A. As of July 1, 2014, the DLA LESO has implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6). These items will be subsequently referred to as, "National Security Exemption (NSE) restricted DEMIL Q6 items". Section III-General Terms and Conditions, § G-H, has been amended via Section XVIII-Addendum, to reflect the additional controls placed on these items.

1. The DLA LESO will maintain a list of National Security Exemption (NSE) restricted DEMIL Q6 items, by National Stock Numbers (NSN), which will be treated as controlled property.
2. All items falling into this category that were acquired with an MRO/Ship date after July 1, 2013, will be treated as controlled property, and will *not* be systematically archived from the DLA LESO inventory. Law Enforcement Agencies are not authorized to sell NSE restricted Q6 items.
3. When an NSE restricted DEMIL Q6 item is no longer needed by a Law Enforcement Agency, the item must be turned back into a DLA Disposition Services location or transferred to another participating Law Enforcement Agency within the DLA LESO.
4. For Annual Inventory purposes, Law Enforcement Agencies who obtain or have obtained NSE restricted DEMIL Q6 items after July 1, 2013, must now provide Serial numbers for these items. In addition, photographs of these items may also be required, if the item falls into a Federal Supply Group (FSG) of 10, 15, 19 or 23.
5. Law Enforcement Agencies may request to sell items with a DEMIL Code of Q (with an Integrity Code of 6), which *do not* fall into the category of NSE restricted items, but must gain State Coordinator and DLA LESO approval, *prior to* the actual sale of such items. These items will *not* be systematically archived from the DLA LESO inventory.
6. Only excess property with a DEMIL Code of A will continue to systematically archive from the DLA LESO inventory one year from MRO/Ship date. Title for items in this category will continue to pass to the LEA.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

WALKER, DAVID

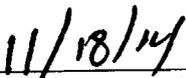
Type/Print Chief Executive Official Name


Chief Executive Official Signature

SKYLOR HEARN

Type/Print State Coordinator Name

State Coordinator Signature


Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

2/6/9



RENEW YOUR LEXISNEXIS® PRISON SOLUTION ORDER NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of legal research materials for correctional facilities. We are dedicated to giving you efficient and cost-effective solutions, including the *Shepard's®* Citations Service.

Currently you are using the LexisNexis services pursuant to the Prison Solution Order (the "Order") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The Order offers you access to comprehensive content and ease-of-use. However, your LexisNexis service under this Order will expire soon.

By signing below, you may extend the term for the following period at the monthly commitment rate indicated below:

Customer Name:	WISE COUNTY (TX) JAIL	Account Number:	0099621553
-----------------------	-----------------------	------------------------	------------

Extension Period			Monthly Commitment
Beginning	<u>2/1/2015</u>	to <u>1/31/2016</u>	\$ 454.25
Beginning	<u>2/1/2016</u>	to <u>1/31/2017</u>	\$ 467.75
Beginning	<u>2/1/2017</u>	to <u>1/31/2018</u>	\$ 482.00

Customer hereby certifies that they have _____ number of terminals

These changes will be effective on 2/1/2015. Except as expressly stated above, all other terms of the Order will remain unchanged and unaffected by this letter agreement.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Kevin M. Taylor
National Account Manager, Corrections
O: 513.360.7548
M: 513.252.7851
F: 866.960.2897
kevin.taylor@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of terminals/licenses/locations then sign and date. Upon completion, return the signed letter agreement to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter agreement no later than the 20th of January.

If you do not respond to this letter, please be advised that the Order will expire at the end of the current commitment period and you will no longer receive updated materials.

Customer Name: WISE COUNTY (TX) JAIL

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

2leg



USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-PA-11081308-002		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 2	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Vicki R. Taylor, National Forest & Grasslands in Texas 2500 Shreveport Hwy., Pineville, LA 71360			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Austin Sewell, Caddo-LBJ National Grasslands P.O. Box 507, Decatur, TX 76234		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Kyle Meeks, Wise County Inmate Community Service Program, 200 Rook Ramsey Drive, Decatur, TX 76234			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add \$8,500.00 FY 2015 Funds
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. WISE COUNTY SIGNATURE 	11.B. DATE SIGNED 12/5/14	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): BILL MCBEHANEY J.D. Clark		11.F. NAME (type or print): MARK E. VAN EVERY	
11.G. TITLE (type or print): Wise County Judge		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: VICKI R. TAYLOR U.S. Forest Service Grants Management Specialist	12.B. DATE SIGNED 11/21/2014
--	---------------------------------



USDA Forest Service

OMB 0596-0217
FS-1500-19

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: **A** USFS Agreement No.: **13-PA-11081308-002** Mod. No.: **2**
Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: **Note: All columns may not be used. Use depends on source and type of contribution(s).**

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind		
Direct Costs						
Salaries/Labor	\$721.99	\$6,468.00	\$6,218.88	\$33,280.00	\$46,688.87	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,115.50
Equipment	\$0.00	\$2,005.50	\$1,110.00	\$0.00	\$3,326.50	\$0.00
Supplies/Materials	\$0.00	\$26.50	\$3,300.00	\$0.00	\$3,326.50	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$721.99	\$8,500.00	\$10,628.88	\$33,280.00	\$53,130.87	\$0.00
Coop Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FS Overhead Costs	\$721.99	\$8,500.00	\$10,628.88	\$33,280.00	\$53,130.87	\$0.00
Total		Total Project Value:				\$53,130.87

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 17.36%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 82.64%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor					
Standard Calculation					
Job Description	Hours/Day	Cost/Day	# of Days	# of Weeks	Total
Rangeland Mgmt Spec	0.25	\$27.77	2.00	52	\$721.99
Total Salaries/Labor					\$721.99

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
Total Other				\$0.00

Subtotal Direct Costs	\$721.99
------------------------------	-----------------

Forest Service Overhead Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$721.99		\$0.00
Total FS Overhead Costs			\$0.00

TOTAL COST	\$721.99
-------------------	-----------------

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description	# of Hours	Cost/Hour	# of Days	# of Weeks	Total
Guard	7	\$11.00	2.00	42	\$6,468.00
Total Salaries/Labor					\$6,468.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Total Travel				\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	Cost/Mile	# of Miles	# of Weeks	Total	
County Trailer (mileage rate)	\$0.31	25.00	42	\$325.50	
County Trailer (daily rate)	\$40.00	1.00	42	\$1,680.00	
Total Equipment					\$2,005.50

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
Radios/Lunches/Phones/Incidentals	1.00	\$26.50	\$26.50
Total Supplies/Materials			\$26.50

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Total Printing			\$0.00

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
Total Other			\$0.00

Subtotal Direct Costs	\$8,500.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$8,500.00	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$8,500.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor						
Standard Calculation						
Job Description	# of Hours	Cost/Hour	# of Days	# of Weeks	Total	
Guard	8	\$5.68	2.00	42		\$3,816.96
(rate is based upon DOL is \$16.68 less FS reimbursement of \$11/hr)						\$0.00
Guard	8	\$16.68	2.00	9		\$2,401.92
Total Salaries/Labor						\$6,218.88

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips	Total	
					\$0.00
Total Travel					\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days	Total	
County Trailer (mileage rate)		\$0.31	100.00	10	\$310.00
County Trailer (daily rate)		\$40.00	2.00	10	\$800.00
Total Equipment					\$1,110.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item	Total	
Radios/Lunches/Phones/Incidentals		\$3,300.00		\$3,300.00
Total Supplies/Materials				\$3,300.00

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit	Total	
				\$0.00
Total Printing				\$0.00

Other Expenses					
Standard Calculation					
Item	Hours	# of Units	Cost/Unit	Total	
					\$0.00
Total Other					\$0.00

Subtotal Direct Costs	\$10,628.88
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Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs	Total	
	\$10,628.88		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$10,628.88
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor					
Standard Calculation					
Job Description	# of Inmates	Cost/Hour	# of Hours/Wk	# of Weeks	Total
Inmates in Program	4	\$10.00	16.00	52	\$33,280.00
Total Salaries/Labor					\$33,280.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Total Equipment				\$0.00

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
Total Supplies/Materials			\$0.00

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Total Printing			\$0.00

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
Total Other			\$0.00

Subtotal Direct Costs	\$33,280.00
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TOTAL COST	\$33,280.00
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SWORN STATEMENT IN PROOF OF LOSS

Amount of Policy at time of loss 1,361,100 Policy No.: Date Issued:

Date Expires: Claim Number: PR-2014-7053-001

To: Texas Assoc. of Counties Risk Management Pool

At the time of loss, by the above indicated policy of coverage you indemnified Wise County Texas against loss by Deterioration to the property described according to the terms and conditions of said coverage and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A property loss occurred on or about 10/10/14 The cause and origin of said loss was Deterioration.
2. **Occupancy:** The building described or containing the property described was occupied at the time of the loss as follows and for no other purpose whatever: Wise County Adult Probation Office
3. **Title and Interest:** At the time of the loss the interest of the covered pool member in the property described therein was complete ownership. No other person or persons had any interest therein or encumbrance thereon, except: None
4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: NO EXCEPTIONS.
5. **Total Insurance:** The total amount of coverage upon the property described by this policy was at the time of loss was 1,361,100 building and contents as is more particularly specified in the Declarations besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **The Actual Cash Value** of said property at the time of loss was.....\$
7. **The Full Cost of Repair or Replacement is**..... \$ 15,710.83
8. **Depreciation or Betterment**..... \$ 2571.65
9. **Actual Cash Value Loss is (Line 7 minus Line 8)**..... \$ 13,139.18
10. **Less Deductible**..... \$ 1,000.00
11. **Actual Cash Value of Claim is (Line 9 minus Line 10)**..... \$ 12,139.18
12. **Supplemental Claim** can be filed in accordance with the terms and conditions of replacement Cost Coverage, not to exceed..... \$ 2,571.65

The said loss did not originate by any act, design or procurement on the part of the assured, or this affiant: nothing has been done by or with the privity or consent of the assured or this affiant, to violate the conditions of the policy of coverage, or render it void: no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss: no property saved has in any manner been concealed, and no attempt to deceive the said Pool, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of the proof.

The furnishing of this blank or the preparation of proofs by representatives of the above insurance company is not a waiver of any of its rights.

Insured Representative

State of Texas, County of _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

Notary Public

RX Date/Time
12/04/2014

12/04/2014 14:12 Wise County Auditor

12/04/2014

14:09

Wise County Auditor

(FAX)940 627 3388

P.001
P.001/006

Abercrombie, Simmons & Gillette, Inc.

Abercrombie, Simmons & Gillette, Inc.
8700 Crownhill Blvd.
Suite 701
San Antonio, TX 78209

Insured: Wise County Adult Probation Office
Property: 105 E. Walnut (ID 156)
Decatur, TX 76234

Business: (940) 627-3894 x 224

Claim Rep.: Richard Carter - General Adjuster

Business: (817) 319-6677

Estimator: Richard Carter - General Adjuster

Business: (817) 319-6677

Claim Number: PR-2014-7053-001

Policy Number:

Type of Loss: Backup of Sewer or Drain

Date Contacted: 11/15/2014

Date of Loss: 10/10/2014

Date Inspected: 11/18/2014

Date Received: 11/15/2014

Date Entered: 11/21/2014 5:14 PM

Price List: TXDF8X_NOV14

Restoration/Service/Remodel

Estimate: 2014-11-21-1714

This is not an authorization for repairs. The estimated cost is subject to your insurance company's approval.

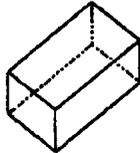
******* IF THE AMOUNT OF THE ESTIMATE IS LESS THAN THE BID(S) YOU HAVE RECEIVED, PLEASE CONTACT THE ADJUSTER BEFORE MAKING REPAIRS. OTHERWISE, THE EXTRA AMOUNT MAY NOT BE COVERED *******

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 San Antonio, TX 78209

2014-11-21-1714

Basement

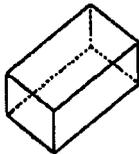


Bathroom (half)

LxWxH 11' 6" x 4' 3" x 8'

252.00 SF Walls	48.88 SF Ceiling
300.88 SF Walls & Ceiling	48.88 SF Floor
5.43 SY Flooring	31.50 LF Floor Perimeter
92.00 SF Long Wall	34.00 SF Short Wall
31.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Toilet - Detach & reset	1.00 EA	193.64	0.00	193.64	(0.00)	193.64
2. Pedestal sink - Reset	1.00 EA	135.00	0.00	135.00	(0.00)	135.00
3. R&R Vinyl tile	48.88 SF	3.49	0.00	170.59	(66.97)	103.62
4. R&R Cove base molding - rubber or vinyl, 4" high	31.50 LP	1.79	0.00	56.39	(20.04)	36.35
Items listed above are damaged by commode overflow.						
Totals: Bathroom (half)			0.00	555.62	87.01	468.61



Office

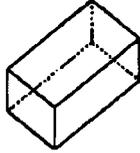
LxWxH 13' x 10' 9" x 8'

380.00 SF Walls	139.75 SF Ceiling
519.75 SF Walls & Ceiling	139.75 SF Floor
15.53 SY Flooring	47.50 LF Floor Perimeter
104.00 SF Long Wall	86.00 SF Short Wall
47.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	379.91	0.00	379.91	(0.00)	379.91
6. Open and close slab for plumbing work	22.00 SF	51.43	0.00	1,131.46	(0.00)	1,131.46
7. Sewer/drain line camera w/ operator	1.00 EA	250.00	0.00	250.00	(0.00)	250.00
No allowance for plumbing repair, only for access and egress						
8. Remove Glue down carpet	139.75 SF	0.42	0.00	58.70	(0.00)	58.70
9. Glue down carpet	160.71 SF	1.93	0.00	310.17	(155.09)	155.08
15 % waste added for Glue down carpet.						
10. R&R Cove base molding - rubber or vinyl, 4" high	47.50 LP	1.79	0.00	85.03	(0.00)	85.03
11. Clean the walls and ceiling	519.75 SF	0.23	0.00	119.54	(0.00)	119.54
12. Contents - move out then reset - clean dust*	1.00 EA	29.86	0.00	29.86	(0.00)	29.86
Totals: Office			0.00	2,364.67	155.09	2,209.58

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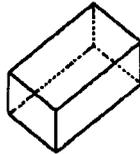


Kitchen

LxWxH 19' 6" x 13' x 8'

520.00 SF Walls	253.50 SF Ceiling
773.50 SF Walls & Ceiling	253.50 SF Floor
28.17 SY Flooring	65.00 LF Floor Perimeter
156.00 SF Long Wall	104.00 SF Short Wall
65.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
No allowance for plumbing repair, only for access and egress						
13. Tile base	65.00 LF	9.68	0.00	629.20	(314.60)	314.60
14. R&R Tile floor covering - Premium grade 1"x1" hex*	253.50 SF	12.92	0.00	3,275.22	(1,427.21)	1,848.01
15. Clean the walls and ceiling	773.50 SF	0.23	0.00	177.91	(0.00)	177.91
16. Contents - move out then reset - clean dust*	3.00 EA	29.86	0.00	89.58	(0.00)	89.58
17. Open and close slab for plumbing work	39.00 SF	51.43	0.00	2,005.77	(0.00)	2,005.77
18. Clean cabinetry - upper - inside and out	4.00 LF	9.39	0.00	37.56	(0.00)	37.56
19. Clean cabinetry - lower - inside and out	6.00 LF	9.39	0.00	56.34	(0.00)	56.34
Totals: Kitchen			0.00	6,271.58	1,741.81	4,529.77



Group Room

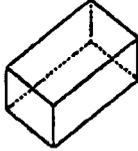
LxWxH 18' 6" x 13' x 8'

504.00 SF Walls	240.50 SF Ceiling
744.50 SF Walls & Ceiling	240.50 SF Floor
26.72 SY Flooring	63.00 LF Floor Perimeter
148.00 SF Long Wall	104.00 SF Short Wall
63.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
20. Open and close slab for plumbing work	37.00 SF	51.43	0.00	1,902.91	(0.00)	1,902.91
No allowance for plumbing repair, only for access and egress						
21. R&R Vinyl tile	240.50 SF	3.49	0.00	839.35	(329.49)	509.86
22. R&R Cove base molding - rubber or vinyl, 4" high	63.00 LF	1.79	0.00	112.77	(0.00)	112.77
23. Clean the walls and ceiling	744.50 SF	0.23	0.00	171.24	(0.00)	171.24
24. Contents - move out then reset - clean dust*	2.00 EA	29.86	0.00	59.72	(0.00)	59.72
Totals: Group Room			0.00	3,085.99	329.49	2,756.50

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 8700 Crownhill Blvd,
 Suite 701
 San Antonio, TX 78209

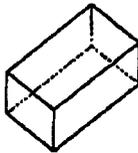


Lobby

LxWxH 14' 6" x 13' x 8'

440.00 SF Walls	188.50 SF Ceiling
628.50 SF Walls & Ceiling	188.50 SF Floor
20.94 SY Flooring	55.00 LF Floor Perimeter
116.00 SF Long Wall	104.00 SF Short Wall
55.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
25. Open and close slab for plumbing work	37.00 SF	51.43	0.00	1,902.91	(0.00)	1,902.91
No allowance for plumbing repair, only for access and egress						
26. R&R Vinyl tile	188.50 SF	3.49	0.00	657.87	(258.25)	399.62
27. R&R Cove base molding - rubber or vinyl, 4" high	55.00 LF	1.79	0.00	98.45	(0.00)	98.45
28. Clean the walls and ceiling	628.50 SF	0.23	0.00	144.56	(0.00)	144.56
29. Contents - move out then reset - clean dust*	2.00 EA	29.86	0.00	59.72	(0.00)	59.72
Totals: Lobby			0.00	2,863.51	258.25	2,605.26

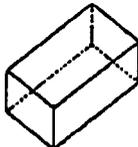


Main Hallway

LxWxH 60' x 8' x 8'

1088.00 SF Walls	480.00 SF Ceiling
1568.00 SF Walls & Ceiling	480.00 SF Floor
53.33 SY Flooring	136.00 LF Floor Perimeter
480.00 SF Long Wall	64.00 SF Short Wall
136.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
30. Clean the walls and ceiling	1,568.00 SF	0.23	0.00	360.64	(0.00)	360.64
31. Clean the floor	480.00 SF	0.23	0.00	110.40	(0.00)	110.40
Totals: Main Hallway			0.00	471.04	0.00	471.04



Secluded Hallway

LxWxH 13' x 4' x 8'

272.00 SF Walls	52.00 SF Ceiling
324.00 SF Walls & Ceiling	52.00 SF Floor
5.78 SY Flooring	34.00 LF Floor Perimeter
104.00 SF Long Wall	32.00 SF Short Wall
34.00 LF Ceil. Perimeter	

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 Suite 701
 San Antonio, TX 78209

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
32. Clean the walls and ceiling	324.00 SF	0.23	0.00	74.52	(0.00)	74.52
33. Clean the floor	52.00 SF	0.23	0.00	11.96	(0.00)	11.96
Totals: Secluded Hallway			0.00	86.48	0.00	86.48
Total: Basement			0.00	15,698.89	2,571.65	13,127.24

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
34. Carpet labor minimum*	1.00 EA	11.94	0.00	11.94	(0.00)	11.94
Totals: Labor Minimums Applied			0.00	11.94	0.00	11.94
Line Item Totals: 2014-11-21-1714			0.00	15,710.83	2,571.65	13,139.18

Grand Total Areas:

3,456.00 SF Walls	1,403.13 SF Ceiling	4,859.13 SF Walls and Ceiling
1,403.13 SF Floor	155.90 SY Flooring	432.00 LF Floor Perimeter
1,200.00 SF Long Wall	528.00 SF Short Wall	432.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Abercrombie, Simmons & Gillette, Inc.

Abercrombie, Simmons & Gillette, Inc.
8700 Crownhill Blvd,
Suite 701
San Antonio, TX 78209

Summary for Adult Probation Office

Line Item Total	15,710.83
Replacement Cost Value	<u>\$15,710.83</u>
Less Depreciation	<u>(2,571.65)</u>
Actual Cash Value	\$13,139.18
Less Deductible	<u>(1,000.00)</u>
Net Claim	<u>\$12,139.18</u>
Total Recoverable Depreciation	<u>2,571.65</u>
Net Claim if Depreciation is Recovered	<u><u>\$14,710.83</u></u>

Richard Carter - General Adjuster

i-Plow.com

Reap What You Sow.

Bill To:

Wise County Auditor's Office
P.O. Box 899
Decatur, Texas 76234

3463 Magic Drive, Suite T7
San Antonio, Texas 78229
(210)582-5803
www.i-plow.com

December 2, 2014

Ship To:

INVOICE #201412021

Method of Payment

- On Account # _____
- Purchase Order # _____
- Check # _____
- Credit Card

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For payment processing we use



Quantity	Item	Description	Unit Price	Extended Price
1	FFCCstandard	Justice Cashiering & Collections Software Subscription – 10 Concurrent User License Jan 8, 2015–Jan 7, 2016 District Clerk Office	\$5,650.00	\$5,650.00
			Subtotal	\$5,650.00
			Tax	0.00
			Shipping	0.00
			TOTAL DUE	\$5,650.00

TERMS & CONDITIONS

1. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within I-Plow's sole discretion, and unless otherwise agreed to by I-Plow, payment must be received by I-Plow prior to I-Plow's acceptance of an order. Payment for the products and services and support may be made by credit card or some other prearranged payment method unless I-Plow has agreed to credit terms. Invoices are due and payable on receipt and/or no later than seven days after the date of the invoice. I-Plow may invoice parts of an order separately. Orders are not binding upon I-Plow until accepted by I-Plow. Any quotations given by I-Plow will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.
2. **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on the invoice(s). Unless Customer provides I-Plow with a valid and correct tax exemption certificate applicable to the product ship-to location prior to I-Plow's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, except for I-Plow's franchise taxes and taxes on I-Plow's net income. If applicable, a separate charge for taxes will be shown on the invoice.