16,878(2)

## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

### MAINTENANCE AGREEMENT

This Maintenance Agreemen Hunt County	t (the "Agree ("Cı	ment") is entered intustomer") on the _1	to between	Diversified Power Systems, ay of August , 2	nc. ("Diversified") and 021
CUSTOMER BILLING ADD	RESS		LOCATI	ON OF CUSTOMER EQUIP	MENT FILED FOR RECORD at   300 o'clock
Hunt County Purchasing	Departmen	t	Hunt C	County Juvenile Center	at 50 o'clock
Customer Name		**************************************		of Location	JUL 27 2021
P.O. Box 1097	······				
Mailing Address Greenville, Texas 75403-	1007			al Address	JENNIFER LINDENZWE County Clark Hung County
City, State, Zip Code	-1097			ville,Texas 75403 ate, Zip Code	
Cheryl Lowry 903-408-4	148			(ilmer 903-355-0403	
Name and Telephone No. o		***************************************		and Telephone No. of Contact	and the state of t
Email clowry@huntcounty.i	net		Email o	ckilmer@huntcountv.net	
Diversified agrees to furnish to above address. Diversified a	the services s agrees to per	specified on Exhibit ' form these maintena	"A" for the ance service	equipment described below, votes in the frequency stated in	which is located at the this Agreement.
		RIPTION OF CUS			
Manufacturer	Type*	Model		Serial Num	per
RENEWAL 2021					
Onan	G	306-2452		L830690696	
		Kw- 70		Spec#	
+0 0 1 T T	0 11 1 0				
*G = Generator, T = Transfe	er Switch, O	= Otner			
		Frequency	of Sarvi	~ <u>~</u>	
One Annual Pm serv	ice ner our		OI SELVI	<u> </u>	\$550.00
			ibit A \$2	80.00 each 3 x \$280.00	
Two hour load bank				00.00 0don 0 x 4200.00	\$600.00
All other work will b				asis	<del></del>
PRICE OF SERVICES					
	e furnished to	Customer during th	ne first vea	r of this Agreement shall be \$	1390.00 This price
does not include the cost of a	ny replaceme	ent parts or additiona	al services	beyond those described in E	xhibit "A," as well as
				s are subject to change, and v	
Diversified's current prices. (days of irrivoice.	Sustomer will	be invoiced based (	Jpon work	performed. Payment is expec	cted within thirty(30)
days of invoice.					
OTHER PROVISIONS					
				s shown on the reverse side o	
Agreement shall automatically Customer notifies Diversified				ne year from the date of this A	greement unless
Customer notines Diversined	mat me Agre	ement is to be term	mateu.		
Diversified Power Systems	s, Inc.			Customer	
	son@dpowe	ersys.com	By:	AM	
Title: Sales	***************************************	and a special section of the section	Title: (	County Judge	Medital control to the control to th
Date: July 19, 2021			Date:	July 27, 2021	The second of th

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

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

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Doesn't include any E-fee's	or sales tax if applicable.	
		1
Oil sample analysis	\$55.00	
Coolant sample analysis	\$98.00	
Fuel sample analysis	\$152.00	
Normal business hours M-F	8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate; \$ 187	.50 per hour	
Weekend/holiday labor rate:	\$ 230.00 per hour	
Service calls (call outs) billed	at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagno	ostic fee: \$ 50.00	
E-fee for oil change during a	nnual PM: \$ 15.00	

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## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

City, State, Zip Code Cheryl Lowry 903-408-4148 Name and Telephone No. of Contact Email clowry@huntcounty.net  Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which above address. Diversified agrees to perform these maintenance services in the frequency stated in this A  DESCRIPTION OF CUSTOMER EQUIPMENT  Manufacturer Type* Model  Serial Number  RENEWAL 2021  Generac  G 0058820 G181076  Kw- 8 Nat Gas  Frequency of Service  One Annual Pm service per our Exhibit A  Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 =	
Hunt County Purchasing Department  Customer Name P.O. Box 1097  Mailing Address Greenville, Texas 75403-1097  City, State, Zip Code Cheryl Lowry 903-408-4148  Name and Telephone No. of Contact Email clowry@huntcounty.net  Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which bove address.  Diversified agrees to perform these maintenance services in the frequency stated in this A  DESCRIPTION OF CUSTOMER EQUIPMENT  Manufacturer Type* Model Serial Number  RENEWAL 2021  Generac G 0058820 6181076  Kw- 8 Nat Gas  *Generator, T = Transfer Switch, O = Other  Frequency of Service  One Annual Pm service per our Exhibit A  Three Quarterly inspection services per our exhibit A  Three Quarterly inspection services per our exhibit A  All other work will be billed on a time and material basis  PRICE OF SERVICES  The price of the services to be furnished to Customer during the first year of this Agreement shall be \$1155  perice of the services to be furnished to Customer during the first year of this Agreement shall be \$1155  perice of the services to be furnished to Customer during the first year of this Agreement shall be \$1155  perice of the services to be furnished to Customer during the first year of this Agreement shall be \$1155  perice of the services to be furnished to Customer during the first year of this Agreement shall be \$1155  perice of the services to change, and will be	'Diversified") and
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RICE OF SERVICES  e price of the services to be furnished to Customer during the first year of this Agreement shall be \$1155  es not include the cost of any replacement parts or additional services beyond those described in Exhibit  y applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be	
ays of invoice.	t "A," as well as e based upon
THER PROVISIONS  iversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this greement shall automatically renew on an annual basis commencing one year from the date of this Agree ustomer notifies Diversified that the Agreement is to be terminated.	Agreement. This ment unless
viversified Power Systems, Inc.  Customer	
viversified Power Systems, Inc.  Custemer  Tim Wilson twilson@dpowersys.com  By:	

By: Title:

By:

Title:

Sales Date: July 19, 2021

- 1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
- Customer Responsibilities. Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
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- 5. WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.
- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
- 7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
- 8. PAYMENT TERMS. All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
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- 1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
- 2. Check alternator and fan belts for proper operation: Adjust as necessary.
- Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- Check exhaust system for proper condition and leaks.
- Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
- 9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
- 10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
- 11. Check unit for proper voltage, amperage, and frequency/hertz.
- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
- 13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
- 14. Check engine safety shut down system for proper operation: Upon request.
- 15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
- 16. Change engine oil and dispose of waste oil properly.
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- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Doesn't include any E-fee's	or sales tax if applicable.	
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Coolant sample analysis	\$98.00	
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After hours labor rate: \$ 187	.50 per hour	
Weekend/noliday labor rate:	\$ 230.00 per hour	
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Electronic tooling and diagn	ostic fee: \$ 50.00	
E-fee for oil change during a	nnual PM: \$ 15.00	

## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

STOMER BILLING ADD	DRESS		LOCATION OF C	USTOMER EQUIPME	NT
int County Purchasing	Departmen	it	Hunt County G	reenville Exchange E	Buildina
stomer Name		MANAGEMENT CONTROL OF THE PARTY	Name of Location FILE		
P.O. Box 1097			2500 Stonewall		at 1:30 o'cl
iling Address			Physical Address		JUL 2
eenville,Texas 75403	-1097	***************************************	Greenville, Texa		JUL Z
y, State, Zip Code			City, State, Zip C		JENNIFER LI
eryl Lowry 903-408-4			Chris Kilmer 90		County Clerk, By
me and Telephone No. on the county. The county.			Name and Telepi Email ckilmer@	none No. of Contact	(-)
Renewal 2021	Type*			Serial Numbe	
CHOWAI ZOZ I					
Generac	G	126001170300	20688	375	
		Kw- 250	Spec	<b>‡</b>	
·		= Other			
= Generator, T = Transi	ter Switch. O				
= Generator, T = Transi	ter Switch, O				
		Frequency of	of Service		
One Annual Pm serv	vice per our	Exhibit A			\$710.00
One Annual Pm serv	vice per our	Exhibit A vices per our exhi		ach 3 x \$280.00 =	\$840.00
= Generator, T = Transi  One Annual Pm serv  Three Quarterly insp  Two hour load ban	vice per our ection serv	r Exhibit A vices per our exhi sted please add	bit A \$280.00 e	ach 3 x \$280.00 =	
One Annual Pm serv	vice per our ection serv	r Exhibit A vices per our exhi sted please add	bit A \$280.00 e	ach 3 x \$280.00 =	\$840.00

Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless

By: Title:

Date:

Customer notifies Diversified that the Agreement is to be terminated.

Tim Wilson twilson@dpowersys.com

Diversified Power Systems, Inc.

Sales

Date: July 19, 2021

By:

Title:

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Electronic tooling and diagno	stic fee: \$ 50.00	
E-fee for oil change during ar	nnual PM: \$ 20.00	

16,878 (z)

## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

### MAINTENANCE AGREEMENT

HOTOMED DILLING ASS	DECC		1.000	ou on O		
USTOMER BILLING ADD	RESS		LOCATI	ON OF CUSTOMER EQU	IPMENT	
lunt County Purchasing	Departmen	t		Hunt County Criminal Center		
Customer Name			Name o	Name of Location at 1:30 o'c		
P.O. Box 1097 Mailing Address			Dhysica	Addross	at 1	
Greenville, Texas 75403-	1097			Physical Address Greenville, Texas 75403		
City, State, Zip Code				ate, Zip Code	JENNIFER LINDE	
Cheryl Lowry 903-408-4	148		Chris K	(ilmer 903-355-0403	By County Cleric Hunt	
lame and Telephone No. o				and Telephone No. of Conta		
mail clowry@huntcounty.i	net		Email	ckilmer@huntcounty.net		
ove address. Diversified a		form these main		ces in the frequency stated  EQUIPMENT	in this Agreement.	
Manufacturer	Type*	Mo	del	Serial Nu	mber	
RENEWAL 2021						
			(1000000)	1000000000		
Detroit	G	6063HK35	(400DSE)	06RO579182		
		Kw- 400		Spec#		
G = Generator, T = Transfe	er Switch, O	= Other				
		Frequen	cy of Service	ce		
One Annual Pm serv	ice per ou		,		\$875.00	
			exhibit A \$2	80.00 each 3 x \$280.0		
i nree Quarteriv inspe					\$1260.00	
Two hour load bank All other work will b			l material ba	asis		
All other work will be RICE OF SERVICES e price of the services to be senot include the cost of a paplicable taxes. After the	e furnished to any replacement to the first anniversal of the first anniversal	o Customer duri ent parts or add versary of the Ag	ing the first yea litional services greement, price	r of this Agreement shall be beyond those described in s are subject to change, an performed. Payment is ex	Exhibit "A," as well as d will be based upon	
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Two hour load bank All other work will be RICE OF SERVICES e price of the services to be es not include the cost of a y applicable taxes. After to versified's current prices. Of ys of invoice.  THER PROVISIONS versified shall perform its servicement shall automatically	e furnished to the first annivolustomer will be ervices subject y renew on a that the Agreement of the first annivolustomer will be ervices subject that the Agreement of the first annivolustomer will be ervices subject to the first annivolusion and the first anniv	o Customer duri ent parts or add ersary of the Ag be invoiced base ect to the Terms an annual basis	ing the first yea litional services greement, prices sed upon work and Conditions commencing or terminated.	or of this Agreement shall be beyond those described in s are subject to change, an performed. Payment is expenses shown on the reverse side	Exhibit "A," as well as ad will be based upon pected within thirty(30) as of this Agreement. The	
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- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
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Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Doesn't include any E-fee's	or sales tax if applicable.	
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Coolant sample analysis	\$98.00	
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Electronic tooling and diagno	ostic fee: \$ 50.00	
E-fee for oil change during a	nnual PM: \$ 20.00	

16,878(2)

## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

### MAINTENANCE AGREEMENT

USTOMER BILLING ADD	RESS	Lo	OCATION OF CUSTOMER EQUIPME	NT	
Hunt County Purchasing	Departmen	t F	lunt County Greenville Exchange E	Building	
Customer Name		The state of the s	Name of Lagation FILED FO		
P.O. Box 1097		2	500 Stonewall	at 1:30_o'clock_	
Mailing Address		F	Physical Address	1111 27 202	
Greenville, Texas 75403-1097 City, State, Zip Code			Greenville, Texas 75403	JUL 2 7 2021	
			City, State, Zip Code		
Cheryl Lowry 903-408-4	148		Chris Kilmer 903-355-0403	County Clerk, Hent Cou	
Name and Telephone No. o	of Contact	N	lame and Telephone No. of Contact  Email ckilmer@huntcounty.net	***	
Manufacturer		RIPTION OF CUSTO	MER EQUIPMENT  Serial Numbe		
	Type	Model	Serial Hullibe		
Renewal 2021					
Canaraa		126001170200	2068875		
Generac	G	126001170300	2068875		
M-		Kw- 250	Spec#		
*G = Generator, T = Transf	er Switch, O	= Other Frequency of S	Service		
One Annual Pm serv	ice per oui	Exhibit A		\$710.00	
Three Quarterly insp	ection serv	ices per our exhibit	A \$280.00 each 3 x \$280.00 =	\$840.00	
Two hour load bank	c if reques	ted please add		\$960.00	
All other work will t			ial basis		
RICE OF SERVICES	e furnished to	ent parts or additional se	rst year of this Agreement shall be \$15 ervices beyond those described in Exh	bit "A," as well as	
ne price of the services to bose not include the cost of any applicable taxes. After the	he first anniv	ersary of the Agreement be invoiced based upor	n work performed. Payment is expecte	d within thirty(30)	
ne price of the services to be pes not include the cost of a my applicable taxes. After the inversified's current prices. Our prices. OTHER PROVISIONS inversified shall perform its services.	the first anniv Customer will ervices subje ly renew on a	be invoiced based upor ct to the Terms and Cor n annual basis commen	n work performed. Payment is expected and itions shown on the reverse side of the cing one year from the date of this Agr	nd within thirty(30)	
ne price of the services to be bes not include the cost of a my applicable taxes. After the versified's current prices. OTHER PROVISIONS iversified shall perform its segreement shall automaticall ustomer notifies Diversified iversified Power Systems	the first anniv Customer will ervices subje by renew on a that the Agre	ct to the Terms and Corn annual basis commentement is to be terminated	n work performed. Payment is expected and itions shown on the reverse side of the cing one year from the date of this Agreed.  Customer	nd within thirty(30)	

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

- 1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
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- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- 6. Check exhaust system for proper condition and leaks.
- Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
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Annual preventative maintenance: Lines 1-19.

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## Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

### MAINTENANCE AGREEMENT

This Maintenance Agreemer Hunt County	nt (the "Agree ("Cu	ment") is entered into ustomer") on the _1_	between da	Diversified Power System ay of August	ms, Inc. ("Diversified") and , 2 021
CUSTOMER BILLING ADD	DRESS		LOCATIO	ON OF CUSTOMER EQ	QUIPMENT
Hunt County Purchasing	Departmen	t	Hunt Co	ounty Radio Tower	
Customer Name			Name of	at / FILED FOR RECOR	
P.O. Box 1097 Mailing Address			- DI - : I		ato'clock
Greenville, Texas 75403	-1097			Address ille,Texas 75403	JUL 27 2021
City, State, Zip Code	1001	***************************************		ite, Zip Code	The state of the s
Cheryl Lowry 903-408-4	148		-	ilmer 903-355-0403	JENNIFER LINDENZW  By County Clerk Hart County
Name and Telephone No. of Contact  Email clowry@huntcounty.net				nd Telephone No. of Cor kilmer@huntcounty.net	ntact
above address. Diversified  Manufacturer		form these maintenar  CRIPTION OF CUST  Model			
RENEWAL 2021	.,,,,,,				
Winco	G	CSAPSS8B-N		13830M97	
		Kw- 8		L P Gas	
*G = Generator, T = Transi	fer Switch, O	= Other		1	
		Frequency o	f Service	e	
One Annual Pm serv	ice per our				\$315.00
Three Quarterly insp				80.00 each 3 x \$280	0.00 = \$840.00
If load bank testing					
All other work will I	be billed o	n a time and mat	terial ba	sis	
PRICE OF SERVICES The price of the services to be does not include the cost of any applicable taxes. After Diversified's current prices. days of invoice.	any replacements	ent parts or additional ersary of the Agreem	l services ent, prices	beyond those described are subject to change, a	in Exhibit "A," as well as and will be based upon
OTHER PROVISIONS Diversified shall perform its s Agreement shall automatical Customer notifies Diversified	ly renew on a	n annual basis comm	encing on		
Diversified Power System By: Tim Wilson twils		rsvs.com	By:	Customer	
Title: Sales	-ingaporio		Title:	Country Tes	Le le
Date: July 19, 2021				July 27, 3	2621

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JUL 27 2021

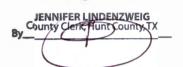
### GRIFFIN COMMUNICATIONS & SECURITY SYSTEMS, INC.

PO Box 160 · Point, TX 75472

E-Mail: griffin@griffincommunication.com Phone (903)598-3122 or (800)638-0104 · Fax (903)598-3096

SECURITY LI# B05215 · FIRE LI# ACR1750886

www.griffincommunication.com



July 19, 2021

TO: Hunt County Voter's Registration Office

**CONTACT:** 

PHONE:

EMAIL: bbrand@huntcounty.net

### PROPOSED SYSTEM

Installation of Security System.

<b>ITEM</b>	<u>DESCRIPTION</u>	OTY
1.	Alula LTE Cell Unit	1
2.	DSC1616 Control Unit	1
3.	DSC Keypads	2
4.	Wireless Door Contact	5
5.	Wireless Motion Detector	1
6.	Wireless Panic Buttons	4
7.	PIR Motion Detectors	3
8.	360° Ceiling Mount Motion	1
9.	Inside Siren	1
10.	Glass Break Detector	1
11.	Wireless Receiver	1
12.	Alula IP Camera	1
13.	Hard Wired Door Contact	1
14.	Long Range Takex Motion Detector	1

Installation: \$1,529.95

36 Month Service Agreement:

\$44.95 Per Month

Includes Maintenance, 24 Hour Monitoring & Remote Services

\*Any additional equipment or material needed to complete installation not listed on this quote will be billed separately.

\*\*Any additional wiring used will be billed at time and material & material rates.

This quote is good for 30 days. Shipping and tax will be billed to the buyer. Any additional wire used will be billed to the buyer. Thank you for giving Griffin Communications and Security Systems, Inc. the opportunity to assist you with your communication and security needs. If we may be of any further assistance, please do not hesitate to call.

**ESTIMATED BY:** 

Misty McCarter

PLEASE SIGN AND RETURN.

Signature County Judge

Date

property is unneeded ultimately rests with the Purchasing Agent as authorized by Commissioners' Court.

The Purchasing Agent shall furnish a list of transferred supplies, materials and sequipment to the County Auditor.

### E. Missing or Stolen Property

Lost or stolen property must be reported immediately. The Elected/Appointed Official or Department Head must make reports when an item is identified as "missing" and the department cannot prove that theft occurred. Assets identified as "missing" shall not be immediately removed from the inventory listing, but shall be retained until a thorough search can be made to determine that the asset is not located elsewhere in the county. The user department is required to make a thorough and adequate search for the missing item and document steps taken to locate the asset.

After the initial physical inventory certification is provided to a County Department, items not located during subsequent inventories will be subject to a timeframe before allowing any removal of assets from inventory.

To allow sufficient time to find the item, "missing" assets will be retained on the inventory list for a one year period. At the end of the one year period in which a missing item is not located, the responsible Elected/Appointed Official or Department Head shall provide a memo to the Purchasing Agent and the Commissioners' Court outlining the circumstances surrounding the missing item. The Elected/Appointed Official or Department Head shall also jointly present to the Commissioners' Court voting session in which the Purchasing Agent makes a request of the Commissioners' Court to remove the item from inventory.

If an item is stolen, the Elected/Appointed Official or Department Head shall report the stolen item(s) from their department immediately to the Hunt County Sheriff's Office and the Hunt County Risk Manager and shall compete an incident report. The user department shall send a copy of the incident report to the Purchasing Department.

### F. Disposal of Surplus or Salvage Property (LGC§263, Subchapter D)

The Purchasing Agent may periodically request that the Commissioners' Court declare property "surplus" (in excess of needs, but still useful) or "salvage" (valueless property). Surplus or salvage property may be sold by competitive bid or auction by the Purchasing Agent as provided in Section §263 of the Local Government Code. Surplus or salvage property is not limited to capital items as defined herein.

County employees will be given the same opportunity afforded to other persons to bid on and purchase surplus properties offered at a public sale or auction. Purchasing Department employees (directly or through third party) may not bid on items sold at auction.

No Purchasing Department employee or his or her immediate family may bid on property sold through a Sealed Bid Sale. Purchasing Department employees may not knowingly purchase or receive merchandise through a third party through a Sealed Bid Sale.

Hunt County may sell, donate surplus or salvage property to another county, political subdivision or non-profit organization within the county, or offer the property as a trade-in for new property of the same general type with approval of the Commissioner's Court. The Commissioners' Court may order the property to be destroyed or disposed of if bids are not received from a public auction or sealed bid sale.

### G. Inventory Arrangements - Resignation, Retirement or Removal

When an Elected Official or a Department Head leaves his or her County employment, arrangements must be made with auditing for an inventory far enough in advance to insure that the inventory can be taken before the termination date. The Auditor / Purchasing department will provide to the Commissioners' Court a full report, noting any discrepancies between property actually located and property listed on the inventory. The Elected/Appointed Official or Department Head will be personally accountable to the Court for all missing items.

#### H. Annual Inventory

On July 1 of each year, the Purchasing Agent shall file an inventory of all property of the county with the District Judges, County Auditor and Commissioners' Court based on the information submitted by the Elected/Appointed Officials and Department Heads for the purpose of financial accounting and inventory control.

### I. Semi-Annual Inventory of Weapons

Any department that is in the possession of a Hunt County issued firearm(s) will have their firearm(s) inventory done on a Semi-Annual basis.

#### XII. LEGAL BASIS FOR PURCHASING

### A. Govt. Code Chapter §2254 -- Professional Services Procurement Act

Counties may not bid contracts for professional services. These contracts instead must be awarded on the basis of "demonstrated competence and qualification for the type of professional services to be performed." Fees must be "fair and reasonable," consistent with and not in excess of published recommended practices and fees of applicable professional organizations, and not in excess of any maximums specified by State law. "Professional services" includes services within the scope of the practice of: accounting, architecture, optometry, professional engineering; this includes services performed by any licensed architect, optometrist, physician, surgeon, certified public accountant or registered professional engineer in connection with his or her professional employment or practice.

#### B. Code Chapter §271, Subch. D -- Purchase Under State Contract

The State Purchasing and General Services Commission may perform purchasing services for local governments (including counties). The county may participate by adopting a resolution. The contents required in the resolution are stated in the statute. A county that purchases under state contract satisfies all competitive bidding laws. As per Resolution #11132007 adopted by the Commissioners' Court 11/13/07.