




## HUNT COUNTY SHERIFF

**Terry Jones, Sheriff**

2801 Stuart Street  
Greenville, TX 75401  
903.453.6800

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### MEMORANDUM

DATE: July 22, 2025  
TO: Bobby Stovall, County Judge  
FROM: Buddy Oxford, Chief Deputy   
SUBJECT: Weapon purchase from Cadex Defence

The Sheriff Office requested a Purchase Order to purchase two (2) rifles from Cadex Defence. Cadex Defence is the sole provider of the rifles, the company is located in Canada.

The county's INCODE system will not allow the input of Canada in the system. A Purchase order has not been obtained.

It has been suggested I request an agenda item be placed on the Commissioners' Court Agenda. Request the approval for Kelsey Crowther to increase a county credit card limit to cover the expense. After the order is placed Ms. Crowther will lower the credit card limit.

The quote NBR S25255 lists the amount as \$11,483.92. The quote is attached.

Thank you for your time.



CADEX INC  
755 AVENUE MONTRICHARD  
SAINT-JEAN-SUR-RICHELIEU, QC, J2X 5K8  
CANADA  
Phone : 450-348-6774 Fax : 450-348-7157

## Quote

Date	Nbr
Jun 16, 2025	S25255

**SOLD TO : TEMPUSA**

Prospect Client (USA)

, USA

Phone :

Contact : Jose Torres

Fax :

**DELIVERED TO :**

SAME

**SALES REP.**

Jamie Barkwell

**QUOTATION VALID FOR****LEAD TIME****CUSTOMER ORDER**

6.5 COV test

**PAYMENT TERMS**

100% Prior Shipment

**INCOTERMS****CARRIER**

Cadex Choice, Charge Client

**NOTE :** Hunt County Sheriff's Office

#	PART NUMBER - DESCRIPTION	QTY	MSRP	DISC.	UNIT PRICE	TOTAL PRICE
1	CDXSS-COV-6.5-165-CP20-A2B1N-HTB Rifle : CDX-SS SEVEN S.T.A.R.S. COVERT rifle, 6.5 Creedmoor, 16.5" Barrel - Color: HTB (Hybrid Tan-Black) - Barrel : Bartlema 1:8 Twist, 5/8"-24 TPI - Muzzle Brake: MX2-ST - Buttstock : PRO Foldable - Top Rail : 20 MOA - Mag Type : DSSF 3.055" (MAG100-0040) - Trigger : DX2 - Bolt Knob : Tactical (A) - OAL : 35.9" (Foldable)	1	6,379.95	10%	5,741.96	5,741.96 \$
2	CDXSS-COV-6.5-165-CP20-A2B1N-HOD Rifle : CDX-SS SEVEN S.T.A.R.S. COVERT rifle, 6.5 Creedmoor, 16.5" Barrel - Color: HOD (Hybrid OD Green-Black) - Barrel : Bartlema 1:8 Twist, 5/8"-24 TPI - Muzzle Brake: MX2-ST - Buttstock : PRO Foldable - Top Rail : 20 MOA - Mag Type : DSSF 3.055" (MAG100-0040) - Trigger : DX2 - Bolt Knob : Tactical (A) - OAL : 35.9" (Foldable)	1	6,379.95	10%	5,741.96	5,741.96 \$

**Notes:**

All items that require compliance meet the regulation

Transport cost: Not included

Imports fees: Not included

All items are made in CANADA unless otherwise specified

Intellectual property of Cadex Inc.

<b>FREIGHT:</b>	0.00 \$
<b>SUBTOTAL:</b>	11,483.92 \$
<b>TOTAL:</b> (USD)	11,483.92 \$

19620-2



Smith Quality Buildings LLC

1771 I 30 W Frontage Rd.

Greenville, Texas 75402

903-268-1694

22. 671.3600.2233  
BARN REPAIR : MANT

Dealer: Smith Quality Buildibgs County: Hunt Phone: 903 268 1694 Date: 7/22/25

Customer Name: David Monroe / Hunt County Precinct 2

Address: 2020 Gilmer ST City: Caddo Mills State: Tx Zip: 75135

Install Address: City: State: Zip:

Phone (day): 972 742 3990 Cell: Email:

## Roof Style

☒ Regular☐ A-Frame☐ Vertical

NOTE: FRAME 1 FT. SHORTER THAN ROOF LENGTH

DESCRIPTION	WIDTH	FRAME LENGTH	OVERALL LENGTH	SIDES HEIGHT	PRICE	RETAIL PRICE
Cover	20'	20'	21'	12		
QTY 20'x20' Cover					\$ 1,895.00	\$ 2,817.00
12' Side Hieght					\$ 450.00	
Left Side 3ft Panel with J Trim					\$ 166.00	TAX:
Right Side 3ft Panel with J Trim					\$ 166.00	
4 High Wind Anchors					\$ 140.00	RATE: 0.00
						TOTAL:
						\$ 2,817.00
						DEPOSIT/ DOWNPAYMENT:
						\$ 430.95
						BALANCE DUE AT INSTALLATION:
						\$ 2,386.05

## COLORS

ROOF: WHITE	SIDES: WHITE	ENDS: WHITE	TRIM: WHITE
INSTALLATION TYPE	ELECTRICITY	CERTIFIED	PERMITS
	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED

## BINDING PURSHASE CONTRACT

If accepted below by Infinity Carports, Inc. (Seller) this order becomes a contract Seller and the Buyer named below as follows: subject to the terms above and subject to the terms and conditions on the following pages. Seller and Buyer agree that the seller will sell to Buyer the metal building (unit) described above and install it at the address stated above and that Buyer will obtain all required permits, prepare the site for installation, purchase the Unit pay the Price as stated above.

1. All required permits must be in hand prior to installation.

2 Site must be prepared, level, and free of obstacles prior to installation.

SELLER WILL HOLD 10% OF RETAIL PRICE ON ANY ORDER CANCELLED AFTER 72 HOURS  
FOR LIQUIDATED DAMAGES TO OFFSET MATERIAL COSTS ORDERED FOR THE UNIT PURCHASED

BUYERS(S): Dealer/Witness:

Accepted: Date:



19620-3

**Diversified Power Systems, Inc.**

P.O. Box 662, Mansfield, Texas 76063  
817-473-8600, 817-357-7842 Mobile

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2025.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department

Customer Name

P.O. Box 1097

Mailing Address

Greenville, Texas 75403-1097

City, State, Zip Code

Laizza Harkey 903-408-4225

Name and Telephone No. of Contact

Email [lhharkey@huntcounty.net](mailto:lhharkey@huntcounty.net)**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Juvenile Center

Name of Location

Physical Address

Greenville, Texas 75403

City, State, Zip Code

Chris Kilmer 903-355-0403

Name and Telephone No. of Contact

Email [ckilmer@huntcounty.net](mailto:ckilmer@huntcounty.net)

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2025			
Onan	G	306-2452	L830690696
		Kw- 70	Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$575.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
Two hour load bank test if requested please add	\$780.00
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 **\$1490.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By CK Kilmer Date 7/23/2025

RCVD SIGNED  
JUL 23 '25 AM9:

Diversified Power Systems, Inc.

By: Tim Wilson   twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 16,2025

Customer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT**

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at (24.9%) 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 Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.



# **EXHIBIT "A"** **MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and look for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. 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.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.
Oil, Coolant, Fuel sample analysis: \$ 305.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 182.50 per hour
After hours labor rate; \$ 273.75 per hour
Weekend/holiday labor rate: \$ 305.00 per hour
Service calls (call outs) billed at 3 hour minimum: according to rates shown above
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 15.00
Supply Fee: \$ 25.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

19020-3

**Diversified Power Systems, Inc.**

P.O. Box 662, Mansfield, Texas 76063  
817-473-8600, 817-357-7842 Mobile

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2025.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department

Customer Name

P.O. Box 1097

Mailing Address

Greenville, Texas 75403-1097

City, State, Zip Code

Laizza Harkey 903-408-4225

Name and Telephone No. of Contact

Email lharkey@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County County Jail Annex

Name of Location

2507 Crockett Street

Physical Address

Greenville, Texas 75403

City, State, Zip Code

Chris Kilmer 903-355-0403

Name and Telephone No. of Contact

Email ckilmer@huntcounty.net

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
<b>RENEWAL 2025</b>			
Generac	G	0058820	6181076
		Kw- 8	Nat Gas

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$345.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
<b>Two hour load bank test if requested please add</b>	<b>\$650.00</b>
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1260.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_

Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_

Date \_\_\_\_\_

RCVD SIGNED  
JUL 23 '25 AM9:



Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 16, 2025

Customer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at (24.9%) 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.
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11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

# **EXHIBIT "A"** **MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
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3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and look for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. 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.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.
Oil, Coolant, Fuel sample analysis: \$ 305.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 182.50 per hour
After hours labor rate: \$ 273.75 per hour
Weekend/holiday labor rate: \$ 305.00 per hour
Service calls (call outs) billed at 3 hour minimum: according to rates shown above
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 15.00
Supply Fee: \$ 25.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.



19420-3

**Diversified Power Systems, Inc.**

P.O. Box 662, Mansfield, Texas 76063  
817-473-8600, 817-357-7842 Mobile

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**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department

Customer Name

P.O. Box 1097

Mailing Address

Greenville, Texas 75403-1097

City, State, Zip Code

Laizza Harkey 903-408-4225

Name and Telephone No. of Contact

Email lharkey@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Greenville Exchange Building

Name of Location

2500 Stonewall

Physical Address

Greenville, Texas 75403

City, State, Zip Code

Chris Kilmer 903-355-0403

Name and Telephone No. of Contact

Email ckilmer@huntcounty.net

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
Renewal 2025			
Generac	G	126001170300	2068875
		Kw- 250	Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$745.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
<b>Two hour load bank if requested please add</b>	<b>\$1230.00</b>
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be ~~\$1660.00~~ This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date 7/23/2025

RCVD SIGNED  
JUL 23 '25 AM9

Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 16, 2025

Customer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at (24.9%) 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 Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.



# **EXHIBIT "A"** **MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. 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.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.
Oil, Coolant, Fuel sample analysis: \$ 305.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 182.50 per hour
After hours labor rate: \$ 273.75 per hour
Weekend/holiday labor rate: \$ 305.00 per hour
Service calls (call outs) billed at 3 hour minimum: according to rates shown above
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 20.00
Supply Fee: \$ 25.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

19620-3

**Diversified Power Systems, Inc.**

P.O. Box 662, Mansfield, Texas 76063  
817-473-8600, 817-357-7842 Mobile

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2025.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department

Customer Name

P.O. Box 1097

Mailing Address

Greenville, Texas 75403-1097

City, State, Zip Code

Laizza Harkey 903-408-4225

Name and Telephone No. of Contact

Email lharkey@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Criminal Center

Name of Location

Physical Address

Greenville, Texas 75403

City, State, Zip Code

Chris Kilmer 903-355-0403

Name and Telephone No. of Contact

Email ckilmer@huntcounty.net

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2025			
Detroit	G	6063HK35 (400DSE)	06RO579182
		Kw- 400	Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$900.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
Two hour load bank test if requested please add	\$1530.00
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 ~~\$1615.00~~ This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By Ch Kilmer Date 7/23/2025

RCVD SIGNED  
JUL 23 '25 AM9:1

Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 16, 2025

Customer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at (24.9%) 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 Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

# **EXHIBIT "A"** **MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. 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.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.
Oil, Coolant, Fuel sample analysis: \$ 305.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 182.50 per hour
After hours labor rate: \$ 273.75 per hour
Weekend/holiday labor rate: \$ 305.00 per hour
Service calls (call outs) are billed at 3 hour minimum: according to rates shown above
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 20.00
Supply Fee: \$ 25.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.



19620-3  
**Diversified Power Systems, Inc.**

P.O. Box 662, Mansfield, Texas 76063  
817-473-8600, 817-357-7842 Mobile

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2025.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department

Customer Name

P.O. Box 1097

Mailing Address

Greenville, Texas 75403-1097

City, State, Zip Code

Laizza Harkey 903-408-4225

Name and Telephone No. of Contact

Email lharkey@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Radio Tower

Name of Location

Physical Address

Greenville, Texas 75403

City, State, Zip Code

Chris Kilmer 903-355-0403

Name and Telephone No. of Contact

Email ckilmer@huntcounty.net

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

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2025			
Winco	G	CSAPSS8B-N	13830M97
		Kw- 8	L P Gas

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$350.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
If load bank testing required please call for quote	
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 **\$1265.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

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

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date \_\_\_\_\_

RCVD SIGNED  
JUL 23 '25 AM9:



Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 16, 2025

Customer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at (24.9%) 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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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.
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14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
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# **EXHIBIT "A"** **MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
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5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. 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.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.
Oil, Coolant, Fuel sample analysis: \$ 305.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 182.50 per hour
After hours labor rate: \$ 273.75 per hour
Weekend/holiday labor rate: \$ 305.00 per hour
Service calls (call outs) billed at 3 hour minimum: according to rates shown above
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 15.00
Supply Fee: \$ 25.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.





## STATEMENT OF WORK

<b>Project Name:</b>	Hunt County TX Penetration Testing	<b>Seller Representative:</b>
<b>Customer Name:</b>	HUNT COUNTY	John Raimondi
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (312) 5472783 johnrai@cdwg.com
<b>Date:</b>	July 21, 2025	<b>Solution Architect:</b> Dean Blakeslee
<b>Drafted By</b>		

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,"), and HUNT COUNTY ("Customer," and "Client,").

This SOW shall be governed by the Texas DIR - CDWG Cloud Product & Related Services DIR-CPO-5176 between CDW Government, LLC and the Texas Department of Information Resources, dated April 23, 2024, as amended (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

### SELLER BACKGROUND

Seller has performed penetration testing and other technical security assessment projects for thousands of customers since its offensive security team was created in 1998. Having grown organically and through acquisition, the team now has over 40 skilled and experienced technical professionals as well as the capability to engage a wide range of strategic partners. The team's engineers and consultants are dedicated to this work and hold a variety of relevant certifications. Seller prides itself on providing customers with the information needed to protect against today's cyberattacks all the while maintaining a high standard of technical excellence and delivering exceptional customer experiences.

While they are rooted in a long history, Seller's penetration testing and technical security assessment methodologies have continually evolved to meet changing customer needs and the evolving threat landscape. As industry standards for penetration testing (such as PTES, OSSTMM, OWASP and NIST special publications) have become available, best practices derived from these standards have been incorporated to make Seller's approach more robust. Vulnerability scanning and other automation is used in most of these engagements, but Seller's work goes well beyond just automated tools and scans – manual testing, exploitation and experienced analysis are crucial elements of the team's work to provide customers with complete and effective testing, assessment and guidance.

### SELLER'S APPROACH

Seller will perform penetration testing and other technical security assessment techniques in pursuit of goals, depending upon the specific engagement, including:

- identifying and documenting weaknesses,
- gaining access to the targeted environment, systems or applications (including exploitation, credential abuse, lateral movement, and privilege escalation),
- assessing the security of the environment, systems or applications,
- providing advice for the remediation of vulnerabilities identified, and
- helping Customer understand the security posture of the in-scope systems or applications.

## PROJECT SCOPE

Seller will perform the work summarized in the Scope Summary Table and detailed in subsequent sections. Where applicable, information and access gained from one perspective may be used to aid in others.

**Scope Summary Table**

Perspective	Scope/Targets	Onsite or remote
Internet (External) Penetration Testing	<ul style="list-style-type: none"> <li>• 5 active hosts/IPs</li> </ul>	remote
Internal Security Assessment	<ul style="list-style-type: none"> <li>• 406 active systems</li> <li>• 1 authentication directories (such as Active Directory)</li> <li>• all in-scope systems accessible from 1 physical location(s)</li> </ul>	remote (via remote testing device)

### Internet (External) Penetration Testing

Seller will scan the in-scope Internet-facing systems, identify services running on those systems, conduct manual testing for vulnerabilities with known exploits, and review the in-scope attack surface to evaluate its overall security posture. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting and better determine risk. Credential-based attacks such as password guessing/spraying and breached password reuse will be performed when called for. Seller will also perform reconnaissance on Customer's environment and/or users as required to support these activities. In total, these activities aim to provide an evaluation of the security of Customer's external network perimeter.

Where appropriate, Seller may exploit vulnerabilities and/or abuse credentials in order to more accurately determine and demonstrate risks to Customer's environment and pursue gaining access as agreed upon during project kickoff.

### Internal Security Assessment

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This work consists of two phases. First, starting from a location on Customer's internal network (which is meant to simulate an attacker who has gained initial access), Seller performs the work necessary to identify and document weaknesses and gain access to the targeted environment. This includes reconnaissance, vulnerability scanning, password attacks, relay attacks, trust and attack path mapping, exploitation of vulnerabilities and credential abuse in pursuit of greater access, lateral movement and privilege escalation. When relevant, this work includes a representative sampling of related systems (workstations, network devices, printers, etc.) that surround the main number of targeted active systems, except for any exclusions requested by Customer. In most cases, Seller is aiming to gain administrative access and identify attack paths to determine and demonstrate risk. This phase of penetration testing ends once Seller gains predetermined access (usually administrative access to the target environment) or reaches a predetermined stopping time. In the event Seller did not gain sufficient access to conduct the second phase, Seller will request that Customer provide administrative access at this point.

The second phase transitions to an authenticated assessment stance, taking advantage of administrative access from the first phase to gather additional data and perform additional analysis about the security of the environment. Where an attacker might perform post-exploitation activities like gathering and exfiltrating sensitive information or deploying ransomware, Seller's post-exploitation activities focus on a deeper evaluation of Customer's internal security. This includes authenticated scanning (to evaluate patch and configuration management), user and group enumeration (to evaluate account and access management) and obtaining password policies and password hashes (to perform an audit of passwords and password-related settings). This data is then combined with the data gathered during the first phase to provide a more thorough assessment, particularly for weaknesses that require privileges to observe, such as the existence of shared passwords or excessive granting of administrative rights.

## CUSTOMER RESPONSIBILITIES

1. Customer will provide scope and target information, such as IP addresses, network ranges, domain names, host names, URLs, wireless networks (and their expected security configuration), email addresses, and other information necessary for Seller to perform services. Customer acknowledges permission for this work to take place against the provided target scope. This information is required no later than one week prior to the scheduled start of testing/assessment work.
2. Customer will obtain any necessary permission for testing of systems hosted or managed by third parties. This permission must be in place one week prior to the scheduled start of testing/assessment work.
3. Customer will provide a technical point of contact that will respond to requests for information in a timely manner. During active testing/assessment work, Customer will respond to urgent Seller communications within one business day. Customer is also expected to fulfill the other responsibilities outlined in this section in a timely manner. Excessive Customer delays or failures in providing information, access, credentials, or other requested support (like connecting or returning Seller's remote testing device) may result in a less thorough assessment, Seller's inability to complete certain tasks, project delays, delays in report delivery, a report with caveats, and/or the project being rescheduled, without a reduction in project cost.
4. In addition to the technical point of contact, Customer will provide a management-level escalation contact to be used in the event the main point of contact is unreachable.
5. Customer will inform Seller of possible project delays or rescheduling requests as soon as practical. Delays and schedule changes that are known earlier tend to result in less severe schedule impacts. Those that occur at the last minute are more likely to result in rescheduling to later dates.
6. When a Seller-provided remote testing device is used, Customer will connect it to their wired internal network and allow the device outbound access to the Internet within two business days of receipt so that Seller can remotely access it.
7. When a Seller-provided remote testing device is used, Customer will ship it back to Seller (using a Seller-provided prepaid shipping label) no longer than two business days after being informed that testing is complete.



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8. For work that requires Customer to provide Seller with access, accounts or credentials, these must be in place at least one week prior to the scheduled start of testing/assessment or at a specific time determined on the project kickoff call.
  9. In some situations, exemptions from certain security controls may be necessary to facilitate security testing and assessment tasks. For example, a network vulnerability scan is considered inconclusive and incomplete when blocked by an active technology like a network intrusion prevention system. Seller's goal is to provide a thorough assessment from an attacker's perspective, but without trying to evade detection and in a shorter time than covert attackers would spend. Additionally, some compliance requirements state that security testing must be performed without interference. Customer will configure such exemptions in a timely manner when their need becomes evident and/or they are requested by Seller.
  10. Agree to Seller's Supplemental Security terms and conditions attached as an Exhibit to this SOW.

## PROJECT ASSUMPTIONS

1. Seller's personnel assigned to the project will respond to Customer communications, questions, and requests in a timely manner, typically within one business day during active assessment and testing work. Contact via telephone is encouraged when matters are urgent since email may not be continuously monitored. When appropriate, Seller will promptly notify Customer via telephone upon discovery of particularly urgent security weaknesses or indication of previous compromise.
2. In general, project work will occur during business hours (8am to 5pm, Monday through Friday), although some tasks might be performed outside of these hours. Customer requirements to work outside of normal business hours or on weekends/holidays will require a change order and price increase unless explicitly indicated otherwise in this SOW.
3. Seller will take all reasonable precautions to avoid negative impacts from this work. Seller intends to safely identify certain types of denial-of-service vulnerabilities, but Seller does not intend to trigger them or perform any type of denial-of-service attacks. Customer understands that while negative impacts are rare, it is the nature of security testing that unexpected adverse effects on systems occasionally occur.
4. Customer's IT staff will be aware of Seller's activities and will not actively interfere with or attempt to actively defend against Seller's testing, attacks and assessment activities. Active interference by Customer staff may result in limited results from the assessment or a reduction in scope. In this event, a change order may be needed to increase the project cost and/or timeline in order to complete the full original scope of the assessment.
5. Unless explicitly defined within this SOW, the work is not intended to be covert. That is, Seller's goals do not include attempting to evade detection.
6. When testing is performed remotely via a remote testing device, Seller will ship Customer this device to be connected to Customer's internal wired network. Seller will remotely control this device over the Internet. The remote testing device will be shipped to, and will remain in, a single physical location for the duration of this work unless explicitly indicated otherwise in this SOW.
7. For the Internal Security Assessment, all in-scope internal systems will be accessible over Customer's internal network from the number of physical location(s) indicated in the Scope Summary Table.
8. For Internet (External) Penetration Testing and the Internal Security Assessment, activities may include attacks against end-user clients, such as email-based attacks (where these attacks focus on technical issues rather than user behavior). Note that this does not include credential phishing unless phishing is specifically included in the project scope.
9. For Internet (External) Penetration Testing and the Internal Security Assessment, this work includes scanning and testing web-based services for known vulnerabilities. However, it does not include authenticated web application testing, testing for unknown web application vulnerabilities, discovery of vulnerabilities associated with content on pages requiring authentication, or robust testing for vulnerabilities commonly associated with the OWASP Top 10. These activities would require dedicated Web Application Penetration Testing.

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## ITEM(S) PROVIDED TO CUSTOMER

Seller will provide Customer with a report document containing:

- an executive summary,
- descriptions of the efforts undertaken and results obtained, highlighting attacks that were successful or otherwise pose higher risks, and
- a prioritized list of findings that detail the security weaknesses discovered along with recommendations for resolving or mitigating risk from each one.

Seller prides itself on the quality and usefulness of this report and intends it to convey both an overall sense of the security posture of the in-scope systems or applications as well as list the individual issues uncovered. Although automated scanners are used during the assessment, the report is not simply a reproduction of output from automated tools. Where relevant and desired, Seller may also provide data from scanners and tools as supplementary information along with the report. All sensitive information, including the report and any supplementary files, will be delivered to Customer in a secure manner.

Once the report has been delivered, Seller will solicit feedback from Customer. Customer may review the report and provide feedback to Seller. If necessary, Seller will perform updates to the items provided for clarity or to correct errors.

Seller will also provide Customer with a project wrap-up meeting (conducted remotely via audio/video teleconference) to walk through the project, review the report, and ensure that any remaining questions are addressed.

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- Systems outside of the United States. No work under this SOW will be performed on any systems outside of the United States, unless specifically outlined in this SOW.
- Post-remediation scans or retesting of findings are out of scope unless "Prepaid Retesting" has been explicitly included in this SOW.

**SERVICES NOT SPECIFIED IN THIS SOW ARE CONSIDERED OUT OF SCOPE AND WILL BE ADDRESSED WITH A SEPARATE SOW OR CHANGE ORDER.**

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used

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only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.

- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules



contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

## SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$19,500.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Due Upon Customer Signature	50%	\$9,750.00
Due Upon Completion of Work	50%	\$9,750.00
<b>Totals</b>	<b>100%</b>	<b>\$19,500.00</b>

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## Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## Travel Notice

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Hunt County Courthouse	2507 LEE ST RM 101, Greenville, TX 75401

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

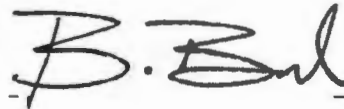
This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**HUNT COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_



Name: Services Contracts Manager

Name: Brandon Brand

Title: Services Contract Manager

Title: Information Technology Director

Date: \_\_\_\_\_

Date: 7/23/2025

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

PO BOX 1097, HUNT COUNTY AUDITOR

Vernon Hills, IL 60061

GREENVILLE, TX 75403-1097



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## EXHIBIT B

### SECURITY SERVICES SUPPLEMENTAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE SUPPLEMENTAL TERMS AND CONDITIONS.

1. Customer acknowledges and agrees that it understands and accepts the risks associated with the Services and hereby expressly authorizes Seller to perform the Services.
2. Customer represents, warrants and covenants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in the SOW; (b) the execution and performance of the SOW does not and will not violate or constitute a default under its constituting documents or any applicable law, any order of any court or government agency, or any agreement to which it is a party; (c) the execution and performance of the SOW has all been duly and validly authorized by all necessary corporate action, and the SOW and/or Agreement constitute a valid and binding obligation of Customer; (d) it holds all permits, licenses, approvals and statutory authorities that are necessary for the performance of its obligations under the SOW, including, but not limited to, any approvals or consents, or providing any notices, required under applicable laws in respect of the processing (including cross-border transfers) of any personal data or other types of regulated data, and it has obtained in writing all consents, approvals and licenses necessary (including, but not limited to, from any third party) to allow: (i) Seller, its affiliates, subcontractors and its or their personnel to provide the Services; (ii) Customer to receive the Services; and (iii) for the Seller, its affiliates, subcontractors and its or their personnel to be able to access and test the Customer's communications network, systems, applications and equipment, including, without limitation, any third party provided, supplied, licensed, hosted or managed network, systems, applications, equipment and/or elements of the same ("Customer's Network"), in the manner detailed in the SOW; (e) Seller's performance of the Services as anticipated under the SOW will not cause Seller, its affiliates, subcontractors and its or their personnel to commit any offence under any relevant computer misuse, cyber-security, anti-hacking, wire-tapping, interception of communications or systems, or similar or related legislation, regulation or binding industry code, guidance or requirements in any country (including where the services are provided, performed, received or relevant IT equipment, assets and/or systems are located) ("**Computer Misuse Legislation**") and Customer has provided its consent in relation to the Services and has obtained all required consents in respect of the same; and (f) it will use the Services for lawful purposes only. Seller shall not be liable for claims resulting from a breach of any of the foregoing.
3. Customer acknowledges and agrees that:
  - a. the Services include investigating and exploiting the Customer's Network and security vulnerabilities by attempting to gain access to Customer's Network and confidential security-related information through testing activities that are not authorized by Customer's Network security policies and that if done without Customer's and/or the applicable third party's authorization and consent could violate applicable laws;
  - b. the Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution or a comprehensive evaluation of Customer's security and, without limiting the foregoing (a) it is impossible to, and the Services will not, detect, disclose or resolve every security vulnerability or hazard, (b) unauthorized access by third parties may occur and (c) impenetrable security cannot be attained; and
  - c. Seller may perform any or all of the Services either directly or by using subcontractors or any other authorized personnel, in its sole discretion.
4. Customer is, and will continue to be, solely responsible for:

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- a. exercising reasonable care under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard;
    - b. establishing and maintaining appropriate internal controls and complying with all applicable laws and regulations;
    - c. implementing any advice or recommendations provided by Seller as part of the Services.
  5. Customer represents and warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Seller access to and to authorize Seller to bypass or attempt to bypass any security features or technological protection measures associated with, any programs, systems, hardware, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller for the purpose of enabling Seller to perform the Services. Customer hereby assumes the sole responsibility for the accuracy of such programs, systems, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller.
  6. Customer shall cooperate with Seller in the performance of the Services. Without limiting the previous sentence, Customer shall: (a) provide Seller, its affiliates, subcontractors and its or their personnel with timely access to the Customer's Network, the Customer's data and information reasonably requested by Seller with respect to the Services; (b) promptly render all decisions and approvals so as not to delay or impede Seller's performance of the Services; (c) promptly notify Seller of any issues, concerns or disputes regarding the Services. Customer acknowledges and agrees that Seller's performance depends on Customer's timely and effective satisfaction of Customer's responsibilities under the SOW and/or Agreement and Customer's timely decisions and approvals in connection with the Services, and (d) notify Seller in writing of a cancellation or schedule change no less than forty eight (48) hours prior to the start of Services, or Customer understands that while Seller will make reasonable efforts to mitigate Customer's damages, Customer will be liable for the full cost and Charges set forth in the SOW.
  7. Customer shall permit, and hereby authorizes, Seller to connect diagnostic software and equipment to Customer's Network for the purposes of performing the Services, which may require accessing Customer's Network and confidential security-related information. Seller has no liability or obligation for: (a) the installation, operation or maintenance of the Customer's Network; or (b) the availability, capacity or condition of the Customer's Network or (c) any adverse impact of the Services on the Customer's Network.
  8. Customer and Seller acknowledge and agree that, in connection with Seller's performance of the Services,  
  
Seller is not required to access, process or transfer data that identifies or can be used to identify a natural person ("**Personal Information**").
    - a. Seller is acting as a service provider, and is neither a controller nor owner of Personal Information;
    - b. to the extent data accessed or processed by Seller constitutes Personal Information, that Personal Information will be accessed or processed based on Customer's direction, and Seller has no rights to use that Personal Information other than in connection with providing the Services to Customer;
    - c. Customer is solely responsible for obtaining any approvals or consents, or providing any notices, required under applicable laws regarding Seller's performance of the Services, including, but not limited to, the processing of any Personal Information.
  9. Customer shall identify Customer's mission-critical and non-mission-critical systems for Seller, and Seller will discuss appropriate testing for these systems. Seller shall have no liability or responsibility with respect to such systems when testing is authorized.
  10. Notwithstanding anything to the contrary in the SOW and/or Agreement, Customer shall be solely responsible for data back-up and other protection of data (including, but not limited to, any data of Customer, Customer's customers, Customer's contractors and any other third party) and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing or restoring such data (including, but not limited to, data located on disk files and



memories) and software that may be lost, damaged or corrupted during the performance of the Services. Customer shall perform a full back-up prior to Seller commencing the Services and shall also perform the same throughout the delivery of the Services. Customer shall be solely responsible for ensuring proper and adequate backup and storage procedures.

11. NONE OF SELLER, ITS AFFILIATES, THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR, AND CUSTOMER WILL BE RESPONSIBLE FOR, ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES) TO THE EXTENT RESULTING FROM, ATTRIBUTABLE TO OR ARISING OUT OF CUSTOMER'S USE OR RECEIPT, OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE). THE FOREGOING SHALL APPLY IN ADDITION TO AND NOTWITHSTANDING ANY OTHER DISCLAIMER OR LIMITATION OF LIABILITY OTHERWISE CONTAINED IN THE SOW AND/OR AGREEMENT.

12. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY:

- a. LOSS OF GOODWILL, PROFITS, USE OF MONEY, BUSINESS OR REVENUE (WHETHER DIRECT OR INDIRECT);
- b. LOSS OF USE OF, INTERRUPTION IN USE OR AVAILABILITY OF, HARDWARE OR SOFTWARE;
- c. LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, OR INTERRUPTION IN USE OR AVAILABILITY OF, DATA (WHETHER DIRECT OR INDIRECT) ;
- d. STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; AND/OR
- e. INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT, STRICT LIABILITY IN DELICT OR OTHERWISE, ARISING FROM OR RELATED TO THE SOW AND/OR AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THE SOW AND/OR AGREEMENT, THE SERVICES OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13. The following indemnification obligations of the Customer are cumulative and shall apply in addition to any other indemnification obligations of the Customer set out in the SOW and/or Agreement:

Customer agrees to defend, indemnify and hold Seller and its affiliates and their respective directors, officers, members, employees, contractors, representatives, successors and assigns (collectively the "**Indemnified Parties**") harmless from and against any loss, damage, liabilities, cost, expense (including, but not limited to, legal fees and costs), from third party claims, demands, fines, penalties or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, legal fees and expenses, costs related to mitigation and equitable relief), claimed against or incurred by any of the Indemnified Parties as a result of, arising out of or otherwise related to a (a) breach by Customer of any of Customer's obligations, responsibilities, covenants or warranties in the SOW; (b) any prosecution under or breach arising out of the Computer Misuse Legislation related to performance of the Services; and (c) related to Customer's use or receipt of the Services. Seller agrees to give Customer the sole authority to defend or negotiate a settlement of any claim, and Seller agrees to cooperate to the extent reasonable with Customer, at Customer's sole expense, in defending or settling such claim. Customer shall not have the right, without Seller's prior written consent, to settle any claim if such settlement (a) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort or otherwise) or the incurrance of any costs or expenses, on the part of Seller; (b) imposes any obligation upon Seller; or (c) would otherwise have a material adverse effect on Seller's business, as determined by Seller. Seller reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification by Customer



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- a. Seller has the right to immediately terminate the Services upon written notice to Customer, without liability to Customer for such termination, if Seller determines that the performance of any part of the Services would be in conflict with law.