NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 17th day of October, 2016 at 10:00 a.m., in the Courtroom of the Navarro County Annex, 601 North 13th Street, in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

- 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren Carried unanimously
- 2. Opening prayer by Comm. Olsen
- 3. Pledge of Allegiance
- 4. Public Comments-no comments

Consent Agenda

Motion to approve consent agenda item 5 by Comm. Martin sec by Comm. Warren
Carried unanimously

5. Motion to approve and pay bills as submitted by the County Auditor

**TO WIT PG 4168-4181*

Action Items

- 6. No action on Burn Ban (burn ban off)
- 7. Motion to approve Certificate of Appointment (Kent Rogers) for a Health
 Authority from Texas department of State Health Services by Comm. Olsen sec
 by Comm. Grant

 TO WIT PG 4182-4189

 Carried unanimously
- 8. Motion to approve Change Order Proposal #22 from Phoenix 1 by Comm. Olsen sec by Comm. Warren

 Carried unanimously

 TO WIT PG 4190
- 9. Motion to approve estimate for JPX Pepper Guns & Training for Law Enforcement in the amount of \$41,613.71 from JPX America Inc. by Comm. Grant sec by Comm. Martin

 Carried unanimously

- 10. Motion to approve District Clerk and Courts software contract by Comm. Olsen see by Comm. Warren

 Carried unanimously

 TO WIT PG 4193-4205
- 11. 10:10 Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Grant Carried unanimously

10:24 Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren Carried unanimously

- No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel
- 13. Motion to adjourn by Comm. Martin sec by Comm. Warren Carried unanimously

I, Sherry Dowd, Navarro County Clerk, Attest that the Foregoing is a True and accurate accounting of the commissioners Court's authorized proceeding for October 17th, 2016.

Signed 17th day of October, 2016

Sherry Dowd, County Clerk



4168

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACC | COUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|-------------------------|-------|-------------|------------------|--------------------|----------------|---------------|------------|--------|----------|
| AMERICAN FORENSICS LLC | 2016 | 101-406-487 | AUTOPSY | MCCURRY, JULIA | 2164 | 10/12/2016 | 10/17/2016 | | 1,700.00 |
| ATATSERVICES INC. | | 101-410-435 | | 9038753391 09/21/1 | | | | | 627.70 |
| AT&TSERVICES INC. | 255 K | 101-410-435 | 655 | 9036543088 09/15/1 | | | | | 807.04 |
| B & G AUTO PARTS | | | | WIPER BLADES, OIL, | | | 10/17/2016 | 301279 | 79.25 |
| BLACKFORD PRINTING CO. | | | | - | | | 10/17/2016 | | 197.00 |
| BLACKFORD PRINTING CO. | | | | | 34085 | TITLE I GO TO | 10/17/2016 | | 484.00 |
| BLACKFORD PRINTING CO. | 2016 | 101-560-310 | OFFICE SUPPLIES | 2500 ENVELOPES | 34071 | 10/13/2016 | 10/17/2016 | 302364 | 154.00 |
| BODKIN, NIEHAUS AND DIC | 2016 | 101-435-411 | COURT APPOINTED | APPEAL - BECK, JAM | E 35456 | 10/12/2016 | 10/17/2016 | | 1,845.00 |
| BODKIN, NIEHAUS AND DIC | 2016 | 101-435-485 | OTHER LITIGATION | APPEAL - BECK, JAM | E 35456 | 10/12/2016 | 10/17/2016 | | 77.00 |
| CHARLIE-MIKE ENTERPRISE | 2016 | 101-560-428 | TRAVEL/CONFERENC | ADVANCED SWAT TRAI | N BATES, MICHA | 10/13/2016 | 10/17/2016 | 302407 | 200.00 |
| CHARLIE-MIKE ENTERPRISE | 2016 | 101-560-428 | TRAVEL/CONFERENC | ADVANCED SWAT TRAI | N HARBUCK, JEF | 10/13/2016 | 10/17/2016 | 302407 | 200.00 |
| CHARLIE-MIKE ENTERPRISE | 2016 | 101-560-428 | TRAVEL/CONFERENC | ADVANCED SWAT TRAI | N LEWIS, KEITH | 10/13/2016 | 10/17/2016 | 302407 | 200.00 |
| CHARLIE-MIKE ENTERPRISE | 2016 | 101-560-428 | TRAVEL/CONFERENC | ADVANCED SWAT TRAI | N JOCK, ROBBIE | 10/13/2016 | 10/17/2016 | 302407 | 200.00 |
| CITY ELECTRIC | 2016 | 101-512-445 | REPAIRS & MAINTE | REPLACED 8 LIGHTS | 26065 | 09/30/2016 | 10/17/2016 | | 568.75 |
| CNA SURETY | 2017 | 101-497-417 | BONDS | 10/23/16 - 10/23/1 | 7 71593135 - 2 | 10/11/2016 | 10/17/2016 | | 125.00 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | PORTION CONTROL DI | S N395117 | 10/12/2016 | 10/17/2016 | 302205 | 34.95 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | PORTION CONTROL DI | S N395117 | 10/12/2016 | 10/17/2016 | 302205 | 34.95 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 4 OZ OVAL SPOODLE | - N395117 | 10/12/2016 | 10/17/2016 | 302205 | 55.96 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 4 OZ OVAL SPOODLE | - N395117 | 10/12/2016 | 10/17/2016 | 302205 | 55.96 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 18 X 24 CUTTING BO | A N395117 | 10/12/2016 | 10/17/2016 | 302205 | 62.98 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 18 X 24 CUTTING BO | A N395117 | 10/12/2016 | 10/17/2016 | 302205 | 62.98 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 18 X 24 CUTTING BO | A N395117 | 10/12/2016 | 10/17/2016 | 302205 | 31.49 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 12" SHARPENING STE | E N395117 | 10/12/2016 | 10/17/2016 | 302205 | 19.99 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 32 OZ COMMERCIAL B | L N395117 | 10/12/2016 | 10/17/2016 | 302205 | 199.99 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | 8" STAINLESS STEEL | N395117 | 10/12/2016 | 10/17/2016 | 302205 | 95.98 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | PRECISION THERMOME | T N395117 | 10/12/2016 | 10/17/2016 | 302205 | 5.98 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | WATERPROOF DIGITAL | N395117 | 10/12/2016 | 10/17/2016 | 302205 | 20.99 |
| COOK'S CORRECTIONAL | 2016 | 101-512-325 | KITCHEN SUPPLIES | SHIPPING | N395117 | 10/12/2016 | 10/17/2016 | 302205 | 68.00 |
| COOPER & FRENCH INSURAN | 2017 | 101-560-417 | BONDS | WILLIAMS, SHARON D | 4326 | 10/11/2016 | 10/17/2016 | 302037 | 71.00 |
| CORSICANA AIR CONDITION | 2016 | 101-512-321 | MAINTENANCE SUPP | 2' X 4' PAINT GRIP | 57100 | 10/11/2016 | 10/17/2016 | 302228 | 279.00 |
| CORSICANA WELDING & IND | 2016 | 101-512-321 | MAINTENANCE SUPP | WELDING RODS | 1586052 | 10/07/2016 | 10/17/2016 | 302445 | 114.00 |
| CREATIVE SERVICES OF NE | 2016 | 101-560-495 | MISCELLANEOUS | 3000 JUNIOR DEPUTY | D16-14976 | 10/12/2016 | 10/17/2016 | 302316 | 229.00 |
| CREATIVE SERVICES OF NE | 2016 | 101-560-495 | MISCELLANEOUS | SHIPPING | D16-14976 | 10/12/2016 | 10/17/2016 | 302316 | 19.95 |
| DAILEY-WELLS COMMUNICAT | 2016 | 101-560-446 | REPAIRS & MAINT | SHIPPING | 16GB092327 | 10/11/2016 | 10/17/2016 | 302463 | 16.08 |
| DAILEY-WELLS COMMUNICAT | 2016 | 101-560-446 | REPAIRS & MAINT | DESK CHARGERS | 16GB092327 | 10/11/2016 | 10/17/2016 | 302463 | 360.00 |
| DAMARA WATKINS | 2016 | 101-425-411 | COURT APPOINTED | MCELROY, SHARLONDA | 72626 | 10/05/2016 | 10/17/2016 | | 200.00 |
| DAMARA WATKINS | 2016 | 101-435-485 | OTHER LITIGATION | APPEAL - WATKINS, | J 34763 | 10/12/2016 | 10/17/2016 | | 78.20 |
| DAMARA WATKINS | 2016 | 101-435-411 | COURT APPOINTED | APPEAL - WATKINS, | J 34763 | 10/12/2016 | 10/17/2016 | | 3,431.25 |
| FIVE STAR SERVICES INC | 2016 | 101-512-380 | GROCERIES | 09/08/16 - 09/14/1 | 6 25818 | 09/30/2016 | 10/17/2016 | | 4,014.22 |
| FRANK KENT COUNTRY LLC | 2016 | 101-560-321 | MAINTENANCE SUPP | UNIT 2367 - KEY | 5003064 | 10/12/2016 | 10/17/2016 | 302128 | 23.86 |
| FRANK KENT COUNTRY LLC | 2016 | 101-560-321 | MAINTENANCE SUPP | UNIT 2692 - KEY CU | T 5003653 | 10/12/2016 | 10/17/2016 | 302361 | 25.00 |
| FRANK KENT COUNTRY LLC | 2016 | 101-560-321 | MAINTENANCE SUPP | UNIT 2692 - KEYS | 5003653 | 10/12/2016 | 10/17/2016 | 302361 | 89.46 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 221 W 1ST AVE 08/1 | 8 21911491-4 | 10/13/2016 | 10/17/2016 | | 156.56 |
| GEXA ENERGY - HOUSTON | 2016 | 101-411-430 | UTILITIES | 601 N 13TH ST 08/1 | 8 21911491-4 | 10/13/2016 | 10/17/2016 | | 1,152.56 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 209 W 1ST AVE 08/1 | 8 21911491-4 | 10/13/2016 | 10/17/2016 | | 68.18 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 312 W 1ST AVE 08/1 | 8 21911491-4 | 10/13/2016 | 10/17/2016 | | 9.50 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 800 N MAIN ST 08/1 | 8 21911491-4 | 10/13/2016 | 10/17/2016 | | 2,793.14 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 800 N MAIN ST STE | R 21911491-4 | 10/13/2016 | 10/17/2016 | | 765.53 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 400 W 2ND AVE 08/1 | 8 21911491-4 | 10/13/2016 | 10/17/2016 | | 12.77 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 312 W 1ST AVE BLDG | 21911491-4 | 10/13/2016 | 10/17/2016 | | 72.18 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 800 N MAIN ST HSE | 0 21911491-4 | 10/13/2016 | 10/17/2016 | | 411.95 |
| GEXA ENERGY - HOUSTON | 2016 | 101-560-429 | TRAINING - FIRIN | 2810 NECR 0080 08/ | 1 21894236-4 | 10/17/2016 | 10/17/2016 | | 9.63 |
| GEXA ENERGY - HOUSTON | 2016 | 101-512-435 | UTILITIES | 312 W 2ND AVE 08/1 | 6 21894236-4 | 10/17/2016 | 10/17/2016 | | 26.21 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 205 SE 3RD ST 08/1 | 5 21890548-4 | 10/17/2016 | 10/17/2016 | | 33.20 |
| GEXA ENERGY - HOUSTON | 2016 | 101-410-430 | UTILITIES | 907 NW 2ND ST BLDG | 21890548-4 | 10/17/2016 | 10/17/2016 | | 89.85 |
| | | | | | | | | | |

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

4169 10/17/2016 08:27:11 GENERAL FUND VCH101 PAGE 2 A/P CLAIMS LIST

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO | NO AMOUNT |
|--|------------------|------------------|--|------------|------------|----------------|-------------|
| GT DISTRIBUTORS INC | 2016 101-560-426 | IINTEORMS | SHIPPING | INV0587866 | 10/07/2016 | 10/17/2016 302 | 2105 5.00 |
| GT DISTRIBUTORS INC | 2016 101-560-426 | | COMMUNICATION BADGE | | | 10/17/2016 302 | |
| GT DISTRIBUTORS INC | 2016 101-560-426 | | CORPORAL BADGES | INV0507000 | | 10/17/2016 302 | |
| GT DISTRIBUTORS INC | 2016 101-560-426 | | REFURBISHED PATROL | | | 10/17/2016 302 | |
| GT DISTRIBUTORS INC | 2016 101-560-426 | | REFURBISHED DETENTI | | | 10/17/2016 302 | |
| GT DISTRIBUTORS INC | 2016 101-560-426 | | REFURBISHED CIVIL B | | | 10/17/2016 302 | |
| GT DISTRIBUTORS INC | 2016 101-560-426 | | REFURBISHED SERGEAN | | | 10/17/2016 302 | |
| HOWARD'S FIRE EXTINGUIS | | | | 060418 | | 10/17/2016 302 | |
| HOWARD'S FIRE EXTINGUIS | | | | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | UNIT 2473 - REPAIRE | | | 10/17/2016 301 | |
| K & S TIRE TOWING & REC | | | UNIT 2368 - MOUNTED | 63517 | | 10/17/2016 301 | |
| K & S TIRE TOWING & REC | 2016 101-560-445 | REPAIRS & MAINT | UNIT 2473 - MOUNTED | 63579 | 09/30/2016 | 10/17/2016 301 | 1835 55.00 |
| K & S TIRE TOWING & REC | | | UNIT 2368 - REPLACE | | | 10/17/2016 301 | |
| K & S TIRE TOWING & REC | | | UNIT 2689 - OIL CHA | | | 10/17/2016 301 | |
| K & S TIRE TOWING & REC | | | UNIT 2473 - REGLUED | | | 10/17/2016 301 | |
| K & S TIRE TOWING & REC | | | UNIT 2263 - MOUNTED | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | UNIT 2263 - OIL CHA | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | UNIT 2367 - REPLACE | | 10/12/2016 | | 258.65 |
| K & S TIRE TOWING & REC | | | UNIT 2473 - REPLACE | | 10/12/2016 | | 257.88 |
| K & S TIRE TOWING & REC | | | UNIT 2473 - REPLACE | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | UNIT 2077 - REPLACE | | 5 | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | E la EV | | UNIT 2368 - OIL CHA | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | | | | 10/17/2016 302 | |
| K & S TIRE TOWING & REC | | | | | | 10/17/2016 303 | |
| KEATHLEY & KEATHLEY | | MENTAL / AD LITE | | 19688 | 10/11/2016 | | 562.50 |
| KEATHLEY & KEATHLEY | | MENTAL / AD LITE | | 19038 | 10/11/2016 | | 766.34 |
| KEATHLEY & KEATHLEY | | MENTAL / AD LITE | | 24410 | 10/11/2016 | | 1,225.00 |
| KEATHLEY & KEATHLEY | | | | 36952 | 10/12/2016 | | 400.00 |
| KEATHLEY & KEATHLEY | | | WIGGINS, SAMETHEY | 36954 | 10/12/2016 | | 300.00 |
| KEATHLEY & KEATHLEY | | | WIGGINS, SAMETHEY | 35574 | 10/12/2016 | | 200.00 |
| KEATHLEY & KEATHLEY | | | JOHNSON, KERRINGTON | | 10/12/2016 | | 100.00 |
| KEATHLEY & KEATHLEY | | | JOHNSON, KERRINGTON | | 10/12/2016 | | 50.00 |
| KELLY R MYERS, ATTORNEY | | | | | 10/12/2016 | | 1.00 |
| KELLY R MYERS, ATTORNEY | | | and the Na Develor | | 10/13/2016 | | 200.00 |
| LAW OFFICE OF BRIDGETTE | | | | 72068 | 10/11/2016 | | 200.00 |
| LAW OFFICE OF BRIDGETTE | | | | 72842 (2) | 10/11/2016 | | 100.00 |
| LAW OFFICE OF JASON ALL | | | | 36955 | | | 687.50 |
| LAW OFFICE OF JASON ALL | | | | 36476 | 10/05/2016 | | |
| LAW OFFICE OF MICAH C H | | | Dense Set N | 73306 | 10/13/2016 | | 625.00 |
| LAW OFFICE OF MICAH C H | | | | 73307 | 10/13/2016 | | 233.33 |
| LAW OFFICE OF MICAH C H | | | | | | | 133.33 |
| LAW OFFICE OF MICAH C H | | | | 73308 | 10/13/2016 | | 83.34 |
| | | | AND THE PROPERTY OF THE PROPER | 73308 | 10/13/2016 | | 2.00 |
| LAW OFFICE OF MICAH C H | | | SANCHEZ, LESLIE | 36834 | 10/17/2016 | | 612.50 |
| LAW OFFICE OF MICAH C H | | | | 36834 | 10/17/2016 | | 4.34 |
| LEADSONLINE LENOVO FINANCIAL SERVIC | 2017 101-560-410 | | SELECTSEARCH 10/01/ | | 10/11/2016 | | 2,988.00 |
| | | | | | 10/05/2016 | | 466.53 |
| LEXIS NEXIS - DALLAS | | | 1000RVZSP 09/01/16 | | | | 238.14 |
| LINEBARGER GOGGAN BLAIR | | | | | | | 1,207.66 |
| LINEBARGER GOGGAN BLAIR | | | | | | | 1,350.88 |
| LINEBARGER GOGGAN BLAIR | | | | | | | 1,405.50 |
| LINEBARGER GOGGAN BLAIR | | | | | | | 884.70 |
| LOCHRIDGE PRIEST INC - | | | | | 10/11/2016 | | 620.58 |
| LONE-STAR PRODUCTS & EQ | 2010 101-312-320 | OPERATING EQUIPM | INDI MINDOM BAKS | 26851 | 10/11/2016 | 10/17/2016 302 | 2276 198.75 |

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|---|------------------|-------------------|---------------------|------------------------------|------------|------------|--------|-----------------|
| LONE-STAR PRODUCTS & EQ | 2016 101-512-320 | OPERATING FOULTPM | TROY PARTITION | 26851 | 10/11/2016 | 10/17/2016 | 302276 | 577.50 |
| LONE-STAR PRODUCTS & EC | 2/54U & 3 EN | | | | | 10/17/2016 | | 101.25 |
| LONE-STAR PRODUCTS & EQ | 5 | | | 26851 | | 10/17/2016 | | 230.00 |
| LONE-STAR PRODUCTS & EC | | | | 26851 | | 10/17/2016 | | 149.18 |
| LONE-STAR PRODUCTS & EC | 2016 101-512-320 | OPERATING EQUIPM | TROY CUP HOLDER | 26851 | 10/11/2016 | 10/17/2016 | 302276 | 42.00 |
| LONGHORN INDUSTRIAL SUE | | | | | | 10/17/2016 | | 1,661.52 |
| LONGHORN INDUSTRIAL SU | 2016 101-512-321 | MAINTENANCE SUPP | SHIPPING | 87528 | 10/13/2016 | 10/17/2016 | 302153 | 90.00 |
| MCCOY'S BUILDING SUPPLY | 2016 101-512-385 | COUNTY FARM | 60" X 16' HORSE PAN | 5908325 | 10/11/2016 | 10/17/2016 | 302444 | 179.97 |
| MCM ELECTRONICS | 2016 101-512-321 | MAINTENANCE SUPP | 15A POWER SUPPLY | 579657 | 10/07/2016 | 10/17/2016 | 302456 | 379.96 |
| MCM ELECTRONICS | 2016 101-512-321 | MAINTENANCE SUPP | 1000VA WAVE UPS TOW | 579657 | 10/07/2016 | 10/17/2016 | 302456 | 298.00 |
| MCM ELECTRONICS | 2016 101-512-321 | MAINTENANCE SUPP | SHIPPING | 579657 | 10/07/2016 | 10/17/2016 | 302456 | 36.99 |
| MEDICAL SURGICAL & COM | 2016 101-572-411 | NON-RESIDENTIAL | 3727 | 3831 | 10/05/2016 | 10/17/2016 | | 32.00 |
| MICHAEL J CRAWFORD | 2016 101-425-411 | COURT APPOINTED | LYLES, JASHOD | 73286 | 10/12/2016 | 10/17/2016 | | 100.00 |
| MICHAEL J CRAWFORD | 2016 101-425-411 | COURT APPOINTED | LYLES, JASHOD | 73287 | 10/12/2016 | 10/17/2016 | | 50.00 |
| MICHAEL J CRAWFORD | 2016 101-435-411 | COURT APPOINTED | ARAGON, CODY Z | 33057 (2) | 10/12/2016 | 10/17/2016 | | 512.50 |
| NAVARRO PIPE AND STEEL | 2016 101-512-321 | MAINTENANCE SUPP | SPRING CLOSERS | 313717 | 10/13/2016 | 10/17/2016 | 302443 | 15.90 |
| NAVARRO PIPE AND STEEL | 2016 101-512-321 | MAINTENANCE SUPP | 4' X 8' X 3/4 EXPAN | 313717 | 10/13/2016 | 10/17/2016 | 302443 | 49.00 |
| NAVARRO PIPE AND STEEL | 2016 101-512-321 | MAINTENANCE SUPP | 5" HINGES | 313717 | 10/13/2016 | 10/17/2016 | 302443 | 27.75 |
| NAVARRO PIPE AND STEEL | 2016 101-512-321 | MAINTENANCE SUPP | 2 X 1 X 11 GA REC T | 313717 | 10/13/2016 | 10/17/2016 | 302443 | 351.36 |
| NAVCO LOCKSMITHS | 2016 101-560-321 | MAINTENANCE SUPP | KEYS | 10581 | 09/30/2016 | 10/17/2016 | 300034 | 62.40 |
| NAVCO LOCKSMITHS | 2016 101-411-445 | REPAIRS & MAINTE | REKEYED CONFERENCE | 10522 | 10/05/2016 | 10/17/2016 | 302326 | 234.90 |
| NAVCO LOCKSMITHS | 2016 101-411-445 | REPAIRS & MAINTE | REKEYED CONFERENCE | 10519 | 10/05/2016 | 10/17/2016 | 302300 | 195.00 |
| NEAL GREEN | 2016 101-435-411 | COURT APPOINTED | TORRES JR, RODRIGO | 36671 | 10/05/2016 | 10/17/2016 | | 975.00 |
| NEAL GREEN | 2016 101-425-411 | COURT APPOINTED | STEWART, STEVEN | 72566 | 10/05/2016 | 10/17/2016 | | 200.00 |
| NEAL GREEN | 2016 101-435-485 | OTHER LITIGATION | HINES, TREVEL | 36647 | 10/11/2016 | 10/17/2016 | | 11.33 |
| NEAL GREEN | 2016 101-435-411 | COURT APPOINTED | HINES, TREVEL | 36647 | 10/11/2016 | 10/17/2016 | | 1,375.00 |
| OFFICE DEPOT INC-TXMAS | 2016 101-440-310 | OFFICE SUPPLIES | REFERENCE TO INV 85 | 861961988001 | 10/07/2016 | 10/17/2016 | 302239 | 2.79- |
| OFFICE DEPOT INC-TXMAS | 2016 101-475-310 | OFFICE SUPPLIES | BUSINESS NOTEBOOK, | 863455298001 | 10/07/2016 | 10/17/2016 | 302403 | 28.97 |
| OFFICE DEPOT INC-TXMAS | | | 60" WIDE RIGHT HAND | | | | | 1,299.98 |
| OFFICE DEPOT INC-TXMAS | | | 2 DRAWER LATERAL FI | | | | | 599.98 |
| OFFICE DEPOT INC-TXMAS | | OPERATING EQUIPM | | 862998239001 | | | | 559.98 |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | | 863879984001 | | | | 475.98 |
| OFFICE DEPOT INC-TXMAS | | | DRAWER ORGANIZERS | 863861545001 | | | | 26.38 |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | | 863861544001 | | | | 137.99 |
| OFFICE DEFOT INC-TXMAS | | OFFICE SUPPLIES | | 863932125001 | | | | 11.99 |
| OFFICE DEPOT INC-TXMAS | | | | | | | | 55.46 |
| OFFICE DEPOT INC-TXMAS | | COPY & POSTAGE S | | 863937530001 | | | | 89.97 |
| | | OPERATING EQUIPM | | 862998619001 | | | | 530.99 |
| OFFICE DEPOT INC-TXMAS | | | | 863396737001 | | | | 3.38 |
| OFFICE DEPOT INC-TXMAS | | | | | | | | 98.09 |
| OFFICE DEPOT INC-TXMAS | | | | 863829899001 | | | | 19.99 |
| OFFICE DEPOT INC-TXMAS OFFICE DEPOT INC-TXMAS | | | | 863829978001 | | | | 13.28 |
| OFFICE DEPOT INC-TXMAS | | | POST-IT NOTES, WRIT | | | | | 264.30 43.79 |
| OFFICE DEPOT INC-TXMAS | | | | | | | | |
| OFFICE DEPOT INC-TXMAS | | COMPUTER SUPPLIE | | 863515205001 | | | | 441.43 45.99 |
| OFFICE DEPOT INC-TXMAS | | | | | | | | |
| OFFICE DEPOT INC-TXMAS | | | | 863515715001 863515716001 | | | | 37.99 24.85 |
| OFFICE DEPOT INC-TXMAS | | | | 863963907001 | | | | 20.07 |
| OFFICE DEPOT INC-TXMAS | | | | 863964234001 | | | | 10.59 |
| OFFICE DEPOT INC-TXMAS | | | | 863964233001 | | | | 5.49 |
| OFFICE DEPOT INC-TXMAS | | | | | | | | 58.97 |
| OFFICE DEPOT INC-TXMAS | | | | | | | | 5.13 |
| OFFICE DEPOT INC-TXMAS | | | | 863972532001 | 7.52 | | | 33.99 |
| OFFICE DEPOT INC-TXMAS | | | | 863972532001 | | | | 67.98 |
| | | | | | | | | |

4/7/ VCH101 PAGE 4 10/17/2016 08:27:11 GENERAL FUND A/P CLAIMS LIST

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO NO | AMOUNT |
|-------------------------|------------------|------------------|---------------------|--------------|------------|-------------------|-----------|
| OFFICE DEPOT INC-TXMAS | 2016 101-406-312 | COPY & POSTAGE S | COPY PAPER | 864120721001 | 10/12/2016 | 10/17/2016 302438 | 135.96 |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | POST-IT NOTES, BIND | | | | |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | PENS, DIVIDERS, COR | | | | |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | CD-R | | | 10/17/2016 302400 | |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | POST-IT NOTES, CALE | 863224862001 | 10/12/2016 | 10/17/2016 302399 | 336.49 |
| OFFICE DEPOT INC-TXMAS | 2016 101-457-310 | OFFICE SUPPLIES | WRITING PADS | | | 10/17/2016 302399 | |
| OFFICE DEPOT INC-TXMAS | | OFFICE SUPPLIES | PAPER ROLLS | 863997660001 | 10/12/2016 | 10/17/2016 302399 | 4.54 |
| OFFICE DEPOT INC-TXMAS | 2016 101-457-310 | OFFICE SUPPLIES | REFERENCE TO INV 86 | 863997321001 | 10/12/2016 | 10/17/2016 302399 | 4.54- |
| OFFICE DEPOT INC-TXMAS | 2016 101-497-310 | OFFICE SUPPLIES | EXECUTIVE CHAIRS | 1983204109 | 10/12/2016 | 10/17/2016 302389 | 439.98 |
| OFFICE DEPOT INC-TXMAS | 2016 101-495-310 | OFFICE SUPPLIES | EPSON DS-40 SCANNER | 1980939579 | 10/12/2016 | 10/17/2016 302346 | 110.19 |
| OFFICE DEPOT INC-TXMAS | 2016 101-406-312 | COPY & POSTAGE S | COPY PAPER | 863938727001 | 10/17/2016 | 10/17/2016 302420 | 39.50 |
| REPUBLIC SERVICES #069 | 2016 101-410-430 | UTILITIES | 3-0069-0052337 - SE | 0069-0008312 | 10/13/2016 | 10/17/2016 | 953.39 |
| ROBLES LAW FIRM | 2016 101-435-411 | COURT APPOINTED | GARCIA-MORALES, SAN | 36894 | 10/05/2016 | 10/17/2016 | 400.00 |
| ROBLES LAW FIRM | 2016 101-425-411 | COURT APPOINTED | GARCIA-MORALES, SAN | 73238 | 10/05/2016 | 10/17/2016 | 100.00 |
| ROBLES LAW FIRM | 2016 101-430-411 | COURT APPOINTED | RODRIGUEZ, EDGAR JO | 36917 | 10/05/2016 | 10/17/2016 | 400.00 |
| ROBLES LAW FIRM | 2016 101-435-411 | COURT APPOINTED | DEAN, JAYDEN BRYCE | 36379 (2) | 10/05/2016 | 10/17/2016 | 350.00 |
| ROBLES LAW FIRM | 2016 101-435-411 | COURT APPOINTED | DEAN, JAYDEN BRYCE | 36381 (2) | 10/05/2016 | 10/17/2016 | 250.00 |
| ROBLES LAW FIRM | 2016 101-425-411 | COURT APPOINTED | SIGRAH, XENA ANN | 73506 | 10/05/2016 | 10/17/2016 | 200.00 |
| ROBLES LAW FIRM | 2016 101-435-411 | COURT APPOINTED | BARAHONA, RONY JAVI | 37020 | 10/13/2016 | 10/17/2016 | 400.00 |
| ROBLES LAW FIRM | 2016 101-435-411 | COURT APPOINTED | SIGRAH, XENA ANN | 37019 | 10/13/2016 | 10/17/2016 | 400.00 |
| ROBLES LAW FIRM | 2016 101-425-411 | COURT APPOINTED | BARAHONA, RONY JAVI | 73507 | 10/13/2016 | 10/17/2016 | 200.00 |
| SHERATON FT WORTH DOWNT | 2017 101-495-428 | TRAVEL/CONFERENC | 71ST COUNTY AUDITOR | GILLEN, TERR | 10/13/2016 | 10/17/2016 | 583.05 |
| SOUTHERN HEALTH PARTNER | 2016 101-512-460 | INMATE MEDICAL - | POPULATION INCREASE | ADP12423 | 09/30/2016 | 10/17/2016 | 314.96 |
| SUSAN A WALDRIP COURT R | 2016 101-425-412 | COURT REPORTER | 2016-51 | 10583 | 09/30/2016 | 10/17/2016 | 295.00 |
| SUSAN A WALDRIP COURT R | 2016 101-425-412 | COURT REPORTER | 72269 | 10575 | 09/30/2016 | 10/17/2016 | 295.00 |
| SUSAN A WALDRIP COURT R | 2016 101-435-412 | TRANSCRIPTS | 36507 | 10576 | 09/30/2016 | 10/17/2016 | 295.00 |
| SUSAN A WALDRIP COURT R | 2016 101-435-412 | TRANSCRIPTS | CRENSHAW, MARION 36 | 10573 | 10/05/2016 | 10/17/2016 | 225.00 |
| TERRI GILLEN | 2017 101-495-428 | TRAVEL/CONFERENC | 71ST COUNTY AUDITOR | OCT 2016 | 10/13/2016 | 10/17/2016 | 178.50 |
| TERRI GILLEN | 2017 101-495-428 | TRAVEL/CONFERENC | 71ST COUNTY AUDITOR | OCT 2016 | 10/13/2016 | 10/17/2016 | 83.59 |
| TEXAS DEPARTMENT OF MO | 2016 101-560-445 | REPAIRS & MAINT | REGISTRATION - 3GNE | 09/19/16 | 10/17/2016 | 10/17/2016 | 7.50 |
| TEXAS DEPT OF TRANSPORT | 2016 101-406-496 | STATE HIGHWAY MA | CSJ 0918-18-129 | TXDOT SECR 0 | 10/17/2016 | 10/17/2016 | 10,547.45 |
| THE EILAND LAW FIRM | 2016 101-435-411 | COURT APPOINTED | LUSK, DEMETRIUS | 36728 | 10/05/2016 | 10/17/2016 | 450.00 |
| THE EILAND LAW FIRM | 2016 101-430-411 | COURT APPOINTED | NASH, CHRISTOPHER | 36600 | 10/05/2016 | 10/17/2016 | 525.00 |
| THE EILAND LAW FIRM | 2016 101-430-411 | COURT APPOINTED | NASH, CHRISTOPHER | 36652 | 10/05/2016 | 10/17/2016 | 425.00 |
| THE VOGUE ALTERATIONS B | 2016 101-560-426 | UNIFORMS | REPAIRED PANTS | 426120 | 10/12/2016 | 10/17/2016 | 5.00 |
| THEDFORD OFFICE SUPPLY | 2016 101-560-446 | REPAIRS & MAINT | REPAIRED BROTHER PR | 28073 | 10/05/2016 | 10/17/2016 301621 | 180.00 |
| THEDFORD OFFICE SUPPLY | 2016 101-561-445 | REPAIRS & MAINTE | REPAIRED HP PRINTER | 28072 | 10/05/2016 | 10/17/2016 301567 | 261.33 |
| THEDFORD OFFICE SUPPLY | 2016 101-459-310 | OFFICE SUPPLIES | HP LASERJET M451DN | 28040 | 10/13/2016 | 10/17/2016 302317 | |
| THEDFORD OFFICE SUPPLY | | | | | | 10/17/2016 302368 | |
| THEDFORD OFFICE SUPPLY | | | | 28064 | | 10/17/2016 302368 | |
| THEDFORD OFFICE SUPPLY | | | | 28064 | | 10/17/2016 302368 | |
| THEDFORD OFFICE SUPPLY | | | | | | 10/17/2016 302368 | |
| THEDFORD OFFICE SUPPLY | | | | | | 10/17/2016 302368 | |
| THEDFORD OFFICE SUPPLY | | | | | | 10/17/2016 302368 | |
| TIM'S TIRES & WHEELS | | REPAIRS & MAINT | | 061403 | | 10/17/2016 301286 | |
| TREE TOP CONSTRUCTION | | | REFINISHED COURTROO | | | 10/17/2016 302323 | |
| TROPHIES UNLIMITED | 2016 101-560-426 | | NAME TAG - YORK, CH | | | 10/17/2016 300026 | |
| WEX BANK | 2016 101-560-370 | | 369-801-668-4 - 09/ | | 10/12/2016 | | 28.00 |
| WEX BANK | 2016 101-560-370 | | 369-801-668-4 - 09/ | | | 10/17/2016 | 19.71 |
| WEX BANK | 2017 101-560-370 | | 369-801-668-4 - 10/ | | | 10/17/2016 | 19.00 |
| WEX BANK | 2017 101-560-370 | | 369-801-668-4 - 10/ | | | 10/17/2016 | 51.74 |
| WEX BANK | 2016 101-560-370 | | 369-801-668-4 - ACC | | | 10/17/2016 | 5.00 |
| WILLIAM EARL PRICE | | | BLIZZARD, JENNIFER | | | 10/17/2016 | 700.00 |
| WILLIAM EARL PRICE | 2010 101-425-411 | COURT APPOINTED | SHANNON, KELVIN | 73278 | 10/13/2016 | 10/17/2016 | 325.00 |

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO NO | AMOUNT |
|-------------------------|------------------|------------------|---------------------|--------------|------------|----------------|--------|
| FAMILY ABUSE CENTER, IN | 2017 151-571-428 | TRAVEL | ANNUAL DOMESTIC VIO | WESTBROOK, T | 10/13/2016 | 10/17/2016 | 5.00 |
| FAMILY ABUSE CENTER, IN | 2017 151-571-428 | TRAVEL | ANNUAL DOMESTIC VIO | BROOKS, TIM | 10/13/2016 | 10/17/2016 | 5.00 |
| FAMILY ABUSE CENTER, IN | 2017 151-571-428 | TRAVEL | ANNUAL DOMESTIC VIO | HEATON, SCOT | 10/13/2016 | 10/17/2016 | 5.00 |
| FAMILY ABUSE CENTER, IN | 2017 151-571-428 | TRAVEL | ANNUAL DOMESTIC VIO | THOMAS, LEE | 10/13/2016 | 10/17/2016 | 5.00 |
| LINDA F YOUNG LCSW LSOT | 2016 151-573-410 | CONTRACT SERVICE | SEX OFFENDER TREATM | 09/06/16 | 10/05/2016 | 10/17/2016 | 187.50 |
| LINDA F YOUNG LCSW LSOT | 2016 151-573-410 | CONTRACT SERVICE | SEX OFFENDER TREATM | 09/06/16 | 10/05/2016 | 10/17/2016 | 960.00 |
| MYRON POGUE | 2017 151-340-090 | PROBATION FEES - | REFUND | 34483 | 10/11/2016 | 10/17/2016 | 645.00 |
| WEX BANK | 2017 151-571-370 | GAS, OIL & REPAI | 369-801-668-4 - 09/ | 64660 | 10/11/2016 | 10/17/2016 | 33.00 |
| WEX BANK | 2017 151-571-370 | GAS, OIL & REPAI | 369-801-668-4 - 09/ | 05106 | 10/11/2016 | 10/17/2016 | 24.87 |
| WEX BANK | 2017 151-571-370 | GAS, OIL & REPAI | 369-801-668-4 - 09/ | 07073 | 10/13/2016 | 10/17/2016 | 10.13 |
| WEX BANK | 2017 151-571-370 | GAS, OIL & REPAI | 369-801-668-4 - ACC | 46931833 | 10/17/2016 | 10/17/2016 | 5.00 |
| WEX BANK | 2017 151-571-370 | GAS, OIL & REPAI | 369-801-668-4 - REB | 46931833 | 10/17/2016 | 10/17/2016 | .60- |

1,892.90

4/173 VCH101 PAGE 6 10/17/2016 08:27:11 JUVENILE PROBATION A/P CLAIMS LIST

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

VENDOR NAME ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT HOME DEPOT CREDIT SERVI 2017 161-573-576 CAPITAL IMPROVEM TOILETS, SEALS, FAU 2120307 10/11/2016 10/17/2016 302295

VERL O CHILDERS JR PH D 2017 161-576-651 MHA - EXC-POST A NO CASE # 248 10/05/2016 10/17/2016 395.84 383.30

779.14

10/17/2016 08:27:11 ROAD & BRIDGE #1 A/P CLAIMS LIST

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO NO | AMOUNT |
|-------------------------|------------------|------------------|---------------------|-------------|------------|-------------------|-----------|
| APAC TEXAS INC | 2016 211-611-376 | ROAD MATERIAL | NW2100 | 200514260 | 10/12/2016 | 10/17/2016 | 934.62 |
| ARNOLD CRUSHED STONE | 2016 211-611-376 | ROAD MATERIAL | YARD | 232672 | 10/11/2016 | 10/17/2016 | 148.04 |
| HOLT CAT | 2016 211-611-321 | MAINTENANCE SUPP | UNIT 12 - FUEL WATE | PIMO0319236 | 10/12/2016 | 10/17/2016 302433 | 113.96 |
| TOMMY MONTGOMERY SAND & | 2016 211-611-376 | ROAD MATERIAL | NW1170, NW1180, NW1 | 001842 | 10/13/2016 | 10/17/2016 | 23,628.54 |
| TOMMY MONTGOMERY SAND & | 2016 211-611-376 | ROAD MATERIAL | NW1170, NW1220, NW1 | 001846 | 10/13/2016 | 10/17/2016 | 29,766.20 |
| | | | | | | | |

54,591.36

A/P CLAIMS LIST

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO NO | AMOUNT |
|-------------------------|------------------|------------------|---------------------|-------------|------------|-------------------|----------|
| ATMOS ENERGY | 2016 212-612-430 | umri totoa | 2040005000 00/00/15 | 5000 00m 0 | 10/12/2016 | 10/17/2016 | 42.07 |
| | | | 3040895002 09/08/16 | | | | 42.07 |
| B & G AUTO PARTS | 2016 212-612-321 | MAINTENANCE SUPP | UNIT 230 - BATTERIE | 611455 | 10/12/2016 | 10/17/2016 302467 | 245.90 |
| B & G AUTO PARTS | 2016 212-612-321 | MAINTENANCE SUPP | UNIT 225G - BATTERI | 611465 | 10/12/2016 | 10/17/2016 302467 | 399.90 |
| KNIFE RIVER CORPORTATIO | 2016 212-612-376 | ROAD MATERIAL | NE3180 | 543390 | 10/12/2016 | 10/17/2016 | 361.50 |
| KNIFE RIVER CORPORTATIO | 2016 212-612-376 | ROAD MATERIAL | NE3081 | 543571 | 10/12/2016 | 10/17/2016 | 549.38 |
| KNIFE RIVER CORPORTATIO | 2016 212-612-376 | ROAD MATERIAL | SE2240 | 543784 | 10/12/2016 | 10/17/2016 | 726.54 |
| KNIFE RIVER CORPORTATIO | 2016 212-612-376 | ROAD MATERIAL | ASP | 544307 | 10/12/2016 | 10/17/2016 | 725.41 |
| KNIFE RIVER CORPORTATIO | 2016 212-612-376 | ROAD MATERIAL | SE2260, NE2160 | 544142 | 10/12/2016 | 10/17/2016 | 722.49 |
| O'REILLY AUTOMOTIVE STO | 2016 212-612-321 | MAINTENANCE SUPP | UNIT 226 - DISTRIBU | 0763-442537 | 10/12/2016 | 10/17/2016 302442 | 111.73 |
| O'REILLY AUTOMOTIVE STO | 2016 212-612-495 | MISCELLANEOUS | UNIT 226 - STEERING | 0763-442537 | 10/12/2016 | 10/17/2016 302442 | 9.99 |
| O'REILLY AUTOMOTIVE STO | 2016 212-612-495 | MISCELLANEOUS | UNIT 209 - STEERING | 0763-442537 | 10/12/2016 | 10/17/2016 302442 | 12.99 |
| O'REILLY AUTOMOTIVE STO | 2016 212-612-495 | MISCELLANEOUS | UNIT 28 - STEERING | 0763-442537 | 10/12/2016 | 10/17/2016 302442 | 12.99 |
| O'REILLY AUTOMOTIVE STO | 2016 212-612-495 | MISCELLANEOUS | UNIT 24 - STEERING | 0763-442537 | 10/12/2016 | 10/17/2016 302442 | 12.99 |
| OWEN HARDWARE INC | 2016 212-612-321 | MAINTENANCE SUPP | UNIT 24 - RIVET | AA54675 | 10/12/2016 | 10/17/2016 300065 | 17.97 |
| PHILLIPS TIRE | 2016 212-612-445 | REPAIRS & MAINTE | UNIT 28 - FLAT | 262 | 10/12/2016 | 10/17/2016 300066 | 12.00 |
| TIMCO BLASTING & COATIN | 2016 212-612-376 | ROAD MATERIAL | SE3020, SE3070, ASP | 016443 | 10/12/2016 | 10/17/2016 | 7,594.16 |
| WARREN PRODUCTS | 2016 212-612-321 | MAINTENANCE SUPP | HEX NUTS, WASHERS, | 16088 | 10/07/2016 | 10/17/2016 302365 | 142.51 |
| WARREN PRODUCTS | 2016 212-612-321 | MAINTENANCE SUPP | SHIPPING | 16088 | 10/07/2016 | 10/17/2016 302365 | 16.89 |
| WELCH STATE BANK | 2017 212-612-573 | CAPITAL LEASE PR | LEASE NO. 57689 | OCT 2016 | 10/13/2016 | 10/17/2016 | 2,103.84 |
| WELCH STATE BANK | 2017 212-612-574 | CAPITAL LEASE IN | LEASE NO. 57689 | OCT 2016 | 10/13/2016 | 10/17/2016 | 296.71 |

14,117.96

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO NO | AMOUNT |
|-------------------------|------------------|------------------|---------------------|--------------|------------|-------------------|----------|
| | | | | | | | |
| APAC TEXAS INC | 2016 213-613-376 | ROAD MATERIAL | SE2359B, SE2350, SE | 200515439 | 10/12/2016 | 10/17/2016 | 6,551.22 |
| APAC TEXAS INC | 2016 213-613-376 | ROAD MATERIAL | SE2356B, SE2359, SE | 200515823 | 10/12/2016 | 10/17/2016 | 9,181.92 |
| BIG H TIRE SERVICE | 2016 213-613-445 | REPAIRS & MAINTE | MOTOR GRADER - MOUN | 162457 | 10/12/2016 | 10/17/2016 302428 | 307.60 |
| BIG H TIRE SERVICE | 2016 213-613-445 | REPAIRS & MAINTE | UNIT 305 - FLATS | 161925 | 10/17/2016 | 10/17/2016 | 164.10 |
| CORSICANA WELDING & IND | 2017 213-613-445 | REPAIRS & MAINTE | 10/01/16 - 09/30/17 | 392210 | 10/11/2016 | 10/17/2016 | 432.00 |
| FASTENAL - TXMAS | 2016 213-613-321 | MAINTENANCE SUPP | PAINT MARKER | TXC0S84884 | 10/13/2016 | 10/17/2016 300076 | 15.60 |
| GILFILLAN HARDWARE | 2016 213-613-321 | MAINTENANCE SUPP | PRESSURE WASHER - D | 64679/1 | 10/13/2016 | 10/17/2016 300077 | 27.98 |
| K & S TIRE TOWING & REC | 2016 213-613-445 | REPAIRS & MAINTE | UNIT 322 - INSPECTI | 63634 | 10/12/2016 | 10/17/2016 300081 | 7.00 |
| KNIFE RIVER CORPORTATIO | 2016 213-613-376 | ROAD MATERIAL | FEMA JUN - SW4280 | 544308 | 10/12/2016 | 10/17/2016 | 542.93 |
| KNIFE RIVER CORPORTATIO | 2016 213-613-370 | ROAD MATERIAL | RICHLAND YARD | 543391 | 10/12/2016 | 10/17/2016 | 384.73 |
| KNIFE RIVER CORPORTATIO | 2016 213-613-376 | ROAD MATERIAL | FEMA JUN - SW4270, | 543391 | 10/12/2016 | 10/17/2016 | 789.24 |
| REPUBLIC SERVICES #069 | 2017 213-613-430 | UTILITIES | 3-0069-0027743 - SE | 0069-0008319 | 10/13/2016 | 10/17/2016 | 82.42 |
| VICTOR WALTHER | 2016 213-613-495 | MISCELLANEOUS | MEAL FOR TRUSTEES | REIMB - 09/2 | 10/11/2016 | 10/17/2016 | 57.69 |
| VICTOR WALTHER | 2016 213-613-495 | MISCELLANEOUS | MEAL FOR TRUSTEES | REIMB - 09/1 | 10/13/2016 | 10/17/2016 | 43.74 |
| VICTOR WALTHER | 2016 213-613-495 | MISCELLANEOUS | MEAL FOR TRUSTEES | REIMB - 09/1 | 10/13/2016 | 10/17/2016 | 41.84 |
| | | | | | | | |

18,630.01

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

35,472.78

10/17/2016 08:27:11 COUNTY RECORD MANAGEMENT & PRE A/P CLAIMS LIST

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ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

VENDOR NAME

ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT

BIZZY BEAR INSTALLATION 2016 240-403-575 MACHINERY & EQUI MOBILE FILING SYSTE NCC \$1601 10/13/2016 10/17/2016 301969 48,845.00

SOUTHWEST FILING & STOR 2016 240-440-575 MACHINERY & EQUI MOBILE FILING SYSTE 14934 10/13/2016 10/17/2016 301568 17,264.00

66,109.00

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | PO NO | AMOUNT |
|------------------------|------------------|------------------|---------------------|-----------|------------|------------|--------|--------|
| THEDFORD OFFICE SUPPLY | 2016 242-410-390 | COMPUTER SUPPLIE | CATSE PATCH CABLES | 28063 | 10/13/2016 | 10/17/2016 | 302371 | 159.00 |
| THEDFORD OFFICE SUPPLY | 2016 242-410-390 | COMPUTER SUPPLIE | 5 PORT POE SWITCHES | 28063 | 10/13/2016 | 10/17/2016 | 302371 | 424.95 |
| THEDFORD OFFICE SUPPLY | 2016 242-410-390 | COMPUTER SUPPLIE | 8 PORT POE SWITCHES | 28063 | 10/13/2016 | 10/17/2016 | 302371 | 799.95 |
| THEDFORD OFFICE SUPPLY | 2016 242-410-390 | COMPUTER SUPPLIE | TRIPPLITE UPS RACK- | 28063 | 10/13/2016 | 10/17/2016 | 302371 | 657.00 |
| | | | | | | | | |

2,040.90

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT ₹ | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP PO NO | AMOUNT |
|-----------------------|------------------|--------------|---------------------|---------------|------------|----------------|----------|
| GEXA ENERGY - DALLAS | 2016 318-516-418 | FACILITIES | 8404 ESTERS BLVD 09 | 9 2319941-3 - | 10/05/2016 | 10/17/2016 | 545.01 |
| GEXA ENERGY - HOUSTON | 2016 318-516-416 | FACILITIES | 8404 ESTERS BLVD OF | 21911491-4 | 10/13/2016 | 10/17/2016 | 3,138.70 |
| VERIZON WIRELESS INC | 2016 318-526-585 | EQUIPMENT | 920410632-00001 08 | 9772819375 | 10/17/2016 | 10/17/2016 | 237.48 |
| VERIZON WIRELESS INC | 2016 318-526-411 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 1,183.30 |
| VERIZON WIRELESS INC | 2016 318-515-411 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 259.92 |
| VERIZON WIRELESS INC | 2016 318-522-411 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 353.99 |
| VERIZON WIRELESS INC | 2016 318-517-411 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 219.99 |
| VERIZON WIRELESS INC | 2016 318-523-413 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 480.12 |
| VERIZON WIRELESS INC | 2016 318-527-411 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 587.20 |
| VERIZON WIRELESS INC | 2016 318-524-411 | SERVICES | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 265.65 |
| VERIZON WIRELESS INC | 2016 318-525-411 | SERVICES | 920410632-00001 08 | 9772819375 | 10/17/2016 | 10/17/2016 | 1,207.68 |
| VERIZON WIRELESS INC | 2016 318-525-585 | EQUIPMENT | 920410632-00001 08, | 9772819375 | 10/17/2016 | 10/17/2016 | 237.48 |
| 24 HOUR INC | 2016 318-516-418 | FACILITIES | M1506 - JUL 2016 | W14156 | 10/12/2016 | 10/17/2016 | 835.00 |
| | | | | | | | |

9,551.52

10/17/2016 08:27:11 CAPITAL PROJECTS A/P CLAIMS LIST 4/8/ VCH101 PAGE 14

ALL RECORDS FROM 10/17/2016 TO 10/17/2016 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT # | ACCOUNT NAME | ITEM/REASON | INVOICE # | VP DATE | DATE TBP | РО ИО | AMOUNT |
|-------------------------|------------------|------------------|---------------------|-----------|------------|------------|--------|-----------|
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | METAL DETECTORS | 11697 | 10/17/2016 | 10/17/2016 | 301466 | 11,694.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | IP SECURITY CAMERA | 11698 | 10/17/2016 | 10/17/2016 | 301466 | 50,096.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | DOOR ACCESS CONTROL | 11699 | 10/17/2016 | 10/17/2016 | 301466 | 8,939.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | WAVE-PLUS PANIC SYS | 11700 | 10/17/2016 | 10/17/2016 | 301466 | 13,765.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | MONITORED ALARM SYS | 11701 | 10/17/2016 | 10/17/2016 | 301466 | 5,210.95 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | DOOR EXIT ALARMS | 11702 | 10/17/2016 | 10/17/2016 | 301466 | 3,990.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | MONITORED ALARM SYS | 11703 | 10/17/2016 | 10/17/2016 | 301466 | 3,488.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | ADDITIONAL CAMERAS | 11810 | 10/17/2016 | 10/17/2016 | 301466 | 31,453.00 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | GV-AS ID CARDS | 11830 | 10/17/2016 | 10/17/2016 | 301466 | 690.45 |
| GUARDIAN SECURITY SERVI | 2016 701-410-540 | IMPROVEMENTS OTH | SHIPPING | 11830 | 10/17/2016 | 10/17/2016 | 301466 | 25.00 |
| LOCHRIDGE PRIEST INC - | 2016 701-410-445 | REPAIRS & MAINTE | SERVER ROOM - REPAI | CS717 | 10/05/2016 | 10/17/2016 | 302130 | 112.50 |

129,463.90

TOTAL PAYABLES 412,269.37





TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347 Austin, Texas 78714-9347 1-888-963-7111 TTY: 1-800-735-2989 www.dshs.state.tx.us

JOHN HELLERSTEDT, M.D. COMMISSIONER

September 8, 2016

The Honorable Judge H. M. Davenport Jr. 303 W. 3rd Ave, Suite 102 Corsicana, Texas 75110

Dear Judge Davenport:

Our records indicate that your Local Health Authority's term has expired. I have enclosed the necessary forms to be completed to appoint a Local Health Authority for Navarro County. There are four separate forms with instructions:

- 1. "Statement of Elected/Appointed Officer"
- 2. "Oath of Office for Local Health Authority's in the State of Texas"
- 3. "Certificate of Appointment for a Local Health Authority"
- 4. Contact Information

All four original documents must be completed and sent to the Regional Office. We will forward a copy to our Central Office and to the Secretary of State's Office in Austin. The original documents shall remain on file at the Regional Office in Arlington.

Please have your local health authority list all contact information to include work phone number, work fax number, home phone, cell phone, pager and email address on the contact information sheet enclosed and return with the other documents. This information is extremely important in order to disseminate health alerts and advisories in a prompt and timely manner.

Together, Texas Department of State Health Services and all Local Health Authorities, now have a duty to our community, state, nation and profession to protect public health. If you have any questions, you may contact me at 817-264-4502.

Sincerely,

Rosylyn Morris
Regional Administration
Texas Department of State Health Services
Health Service Region 2/3
1301 South Bowen Road, Suite 200
Arlington, TX 76013
817-264-4502
Fax: 817-264-4506

m

Enclosure/s



APPOINTMENT OF HEALTH AUTHORITY General Instructions

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities.

Definition and Term of Office

In accordance with <u>Texas Health and Safety Code § 121.021</u>, a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- · Commissioners courts
- · Governing bodies of municipalities
- Local health department directors who are not physicians
- · Public health district directors who are not physicians

Duties

Under Texas Health and Safety Code § 121.024, a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

Required Forms

Each newly appointed Health Authority must file copies of three forms with the Regional Medical Director for the respective DSHS Health Service Region immediately after appointment to office:

- 1. Statement of Appointed/Elected Officer: Constitutional oath that the Health Authority did not give or promise any material, financial, or other reward in return for the appointment.
- 2. Oath of Office: Constitutional oath to execute the duties of the office of Health Authority.
- 3. Certificate of Appointment. Statutory certification from the appointing entity.

Questions

If you have questions regarding the Health Authority appointment process or about completing the forms, please contact your <u>DSHS Health Service Region office</u> or the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770. See links below for contact information:

<u>Texas Department of State Health Services Health Service Region Offices</u>. This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

| (Please type or print legibly) |
|---|
| I Coron do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God. |
| |
| DENT KOGERS (VII) |
| MEDICAL DIRECTOR COISICAN - NAVA 110 Com |
| Position to Which Elected/Appointed Public Health |
| Corsicane-NAVarraco Telas |
| City and/or County |
| SWORN TO and subscribed before me by affiant on this 7 day of October 20 16. Signature of Person Authorized to Administer Oaths/Affidavits H. M. DAUEN port, Jr. Printed Name |
| NAVATRO County Judge Title |

Instructions for Completing and Filing the Oath of Office

EXECUTION OF THE OATH OF OFFICE

Pursuant to <u>Texas Constitution art. XVI, § 1</u> (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of $\underline{\text{Texas Government Code § 602.002}}$. Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, $\underline{\text{Texas Government Code § } 406.013}$ requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

COMPLETION OF THE OATH OF OFFICE FORM

After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding the Oath of Office form and instructions to your <u>DSHS Health Service Region office</u> or to the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770.



OATH OF OFFICE

For Health Authorities in the State of Texas

| I, KENT Z | DGERS M, do solemnly swear (or |
|-----------------------------|---|
| affirm), that I will faithf | fully execute the duties of the office of Health Authority of |
| | vill to the best of my ability, preserve, protect, and defend |
| the Constitution and law | s of the United States and of this State, so help me God. |
| | Ken Kozer sM |
| | Affiant |
| | 301 Hospital Drossuchate75110 |
| | Mailing Address ZIP |
| | 903 872 3005 |
| | (Area Code) Phone Number (day and evening) |
| | Email Address |
| SWORN TO and subscribed | d before me this 7 day of October , 2016. |
| | Signature of Person Administering Oath |
| (Seal) | H. M. DAVENPORT, Jr. Printed Name |
| | NAVArro County Judge Title |



Certificate of Appointment

Health Authority

The Health Authority has been appointed and approved by the:

| (Check the appropriate designation below) |
|--|
| Commissioners Court for NAUATYO County |
| Governing Body for the Municipality of |
| Director, Health Department |
| Director,Public Health District |
| I, H. M. DAUEN poy + Jr., acting in my capacity as: (Check the appropriate designation pelow) County Judge or Designee Mayor or Designee Non-physician and the Local Health Department Director Non-physician and the Public Health District Director |
| do hereby certify the physician, KENT Rogers, MD., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable), Health Authority |
| Health Authority Designee for the jurisdiction of NAVArro County, Texas. |
| Date term of office begins October 7, 2016 |
| Date term of office ends October 6, 2018, unless removed by law. |
| I certify to the above information on this the, 2016. |
| Signature of Appointing Official |

P.O. Box 149347



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Austin, Texas 78714-9347 1-888-963-7111 JOHN HELLERSTEDT, M.D. TTY: 1-800-735-2989 www.dshs.state.tx.us COMMISSIONER

| Local Health Authority Contact Information |
|---|
| Name: KENT ROGOVS MV Date: 10/6/16 |
| County/City: NAVarra County Corsicing |
| Home Phone: 903 1872-4855 Home Fax: 903,000 -9885 |
| Work Phone: (903) 872 - 3605 EH Work Fax: 903 1874 - 5198 |
| Cell Phone: 903) \$75-4038 24/Emergency: () |
| E-Mail Address: Progra @ Msaconsicaga a. Com |
| These numbers will be kept confidential and only those with authority will be contacting you. It is very important that we contact you in case of an event. If you should have to |

change your contact information please contact Rosylyn Morris at 817-264-4502, rosylyn.morris@dshs.state.tx.us.

Thank you for your cooperation,

Rosylyn Morris Texas Department of State Health Services Health Service Region 2/3 1301 South Bowen Road, Suite 200 Arlington, TX 76013 817-264-4502

Instructions for Completing and Filing the Statement of Elected/Appointed Officer

NOTE: This form must be completed and signed by the newly appointed Health Authority BEFORE the Oath of Office and Certificate of Appointment forms can be completed and filed.

GENERAL INFORMATION

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by <u>Texas Government Code § 602.002</u> to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public, <u>Texas Government Code § 406.013</u> requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM

Upon making the sworn statement, the newly appointed Health Authority must enter his full name on the appropriate line, and enter the required signature, office to which appointed, and city/county to be served. The official witnessing the oath should complete the date the sworn statement is taken, and then enters his/her signature, printed name and title. The seal of the appointing official should be affixed in the area designated.

FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER

Once the Statement of Elected/Appointed Officer has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding this Statement of Elected/Appointed Officer form and instructions to your <u>DSHS Health Service Region office</u> or to the DSHS Division for Regional and Local Health Services office in Austin at (512) 776-7770.



AIA° Document G701" – 2001

Change Order

| PROJECT (Name and address): | CHANGE ORDER NUMBER: 022 | OWNER: 🗵 |
|--|--|--------------|
| Restoration and Renovation of the Navarro County Courthouse | DATE: 10-5-16 | ARCHITECT: ⊠ |
| 300 West 3rd Avenue Corsicana, TX 75110 | | CONTRACTOR: |
| TO CONTRACTOR (Name and address): | ARCHITECT'S PROJECT NUMBER: NAV-1009 | FIELD: |
| Phoenix I Restoration and Construction. | CONTRACT DATE: December 23, 2013 | OTHER: |
| Ltd. 14032 Distribution Way Farmers Branch, Texas 75234 | CONTRACT FOR: General Construction 50-13-1352 | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COP #082: Basement Cabling \$2,300.00

| The original Contract Sum was | \$ 8,915,500.00 |
|--|------------------|
| The net change by previously authorized Change Orders | \$ 1.197.983.75 |
| The Contract Sum prior to this Change Order was | \$ 10.113,483.75 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 2,300.00 |
| The new Contract Sum including this Change Order will be | \$10,115,783.75 |
| | |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 730 days from commencement

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| 1113 Architects, Inc | Phoenix I Restoration and Construction. Ltd. | Navarro County |
|--|---|--|
| ARCHITECT (Firm name) | CONTRACTOR (Firm name | OWNER (Firm name) |
| 1506 S. Elm Street. Georgetown, Texas 71, 26 ADDRESS | 14032 Distribution Way, Farmers Branch, Texas 75234 ADDRESS | 300 West 3rd Avenue, Corsicana, TX 75110 ADDRESS |
| BY (Si mature) (Typed name) | BY (Signature) Dale C. Sellers (Typed name) 10-5-2016 | BY (Signature) Judge H.M.Davenport (Typed name) 10 - 17 - 16 |
| DATE | DATE | DATE |

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RECEIVED

OCT 0 3 2016

NAVARRO COUNTY AUDITOR'S OFFICE

Corsicana, TX 75110



Departmental Purchase Requisition

| Vendor | JPX A | merica Inc (new vendor) | Account Num | ber 101 | 1-560-320 | | | |
|---|---------------------|--|-----------------|--------------------|-----------------|-------------|--|--|
| Address | P.O. E | 3ox 7400 | 00 Request Date | | 10-03-2016 | | | |
| City | Huntsville Phone Nu | | Phone Numbe | umber 936 730 8326 | | | | |
| State/Province TX Zip/Postal Code 77342 | | Fax Number | | 936 730 8329 | | | | |
| Country | | | Contact Name | Ro | n / Darron | | | |
| | | | | | | | | |
| Item | No. | Description | Q | uantity | Unit Cost | Amount | | |
| | | JPX Centurion L.E. Orange w/ laser Piggy Bk-R | | 5 | 0 \$675.95 | \$33,797.50 | | |
| | | L.E. OC Lg. (case) 20 ct. | | | 7 \$799.00 | \$5,593.00 | | |
| | | JPX C. L.E. Pepper Gun Instructor Course | | | 2 \$675.00 | \$1,350.00 | | |
| | | shipping | | | 1 \$873.24 | \$873.24 | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | - | | | |
| | | | | | | | | |
| Comme | nts | | | | Total | \$41,613.74 | | |
| | | | | | | \$0.00 | | |
| | | | | | | \$0.00 | | |
| | | | | | Shipping Charge | \$0.00 | | |
| | | | | | Grand Total | \$41,613.74 | | |
| | | | | | Use Only | | | |
| _ | 51 | ma James | V | endor I | No: | | | |
| ıthorized | By Elec | ted/Appointed Öfficial | Р | urchase | e Order No: | | | |
| ate | 10-0 | 3-2016 | G | i/L Acco | ount No: | - | | |
| urn To: | | Navarro County Auditor's Office 300 West 3rd Avenue, Suite 10 | A | uditor | Approval: | | | |

RECEIVED

OCT 0 3 2016

NAVARRO COUNTY AUDITOR'S OFFICE



JPX America, Inc.
P.O. Box 7400
Huntsville, TX 77342
Office (936) 730-8326 Fax (936) 730-8329
E-mail: reginat@jpxamerica.com
www.lpxamerica.com

Estimate

Number

E320

Date

10/3/2016

Bill To

Sheriff Tanner Navarro County Sheriff's Office 312 W. 2nd Avenue Corsicana, TX 75110 O. 903-654-3001 F. 903-654-3044 Ship To Sheriff Tanner Navarro County Sheriff's Office 312 W. 2nd Avenue Corsicana, TX 75110

| Agencies P.O. Number Terms | | Tracking Number | Rep. | State/Region |
|--|----------|-----------------|------------|--------------|
| | | | Ron/Darron | TX/1 |
| Product Description | Quantity | Price/Rate | | Amount |
| JPX Centurion L.E. Orange w/Laser Piggy Bk-R | 50.00 | \$675.95 | | \$33,797.50 |
| L.E. OC Lg. (Case) 20ct | 7.00 | \$799.00 | | \$5,593.00 |
| JPX C. L.E. Pepper Gun Instructor Course | 2.00 | \$675.00 | | \$1,350.00 |
| JPX C. L.E. Pepper Gun Instructor Course | 1.00 | \$0.00 | | \$0.00 |

| Shipping/Handling/Ins. | \$873.24 |
|------------------------|-------------|
| Sub Total | \$41,613.74 |
| | |
| Total | \$41.613.74 |



Software as a Service and Professional Services Agreement

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Navarro County, TX (the "Client").

Background

WHEREAS, Client and Tyler entered into a software license and professional services agreement on or about October 12, 2005 ("Previous Agreement"); and

WHEREAS, Client desires to migrate from an on premise arrangement to a hosted solution; and

WHEREAS, upon the execution of this Agreement, the Previous Agreement shall terminate.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

- A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:
 - Schedule 1. Investment Summary
 - Exhibit A. General Terms & Conditions
 - Exhibit B. Service Level Terms and Conditions
 - Schedule B-1. Application Availability Period Service Level

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

| TYLER TE | CHNOLOGIES, INC. | CLIENT | |
|------------|-----------------------|--------------------------|------|
| Signature: | | Signature: | _, |
| Date: | | Date: 10-17-16 | |
| Name: | | Name: H. M. DAVENPORT, J | |
| Title: | | Title: NAUTYO Co Judge | |
| Address: | 5101 Tennyson Parkway | Address: 300 W. 3nd Ave. | _ |
| | Plano, Texas 75024 | CONSICANA TX 25 | 5/10 |

(Schedule 1) Investment Summary

| Software Licenses and | | | | | |
|---|------------------------------|------------------------|----------|--|--|
| Hosting Term | Contract Term | | | | |
| Beginning on October 15, 2016 | Commencing on Effective Date | | | | |
| SaaS Fee Payments | | ınnual Amoun | | | |
| First payment due on October 15, 2016 and then annual advance thereafter. | nnually in \$42,000 per Year | | | | |
| Software Licenses | | | | | |
| Odyssey Online - Licensed Software | No. Users | Cost/User per Month | SaaS Fee | | |
| Odyssey Case Manager | 14 | 250.00 | \$42,000 | | |
| | Total Annu | ial SaaS Fee | \$42,000 | | |
| Implementation Ser | rvices | | | | |
| Professional Services | | | | | |
| T&M Services | Hours | Rate | Cost | | |
| Project Management | 24 | 170.00 | \$4,080 | | |
| Deployment | 60 | 155.00 | \$9,300 | | |
| | Subtotal T | &M Services | \$13,380 | | |
| | Estimated Tra | vel Expenses_ | \$347 | | |
| • | Fotal Implementat | ion Services | \$13,727 | | |

(Schedule 1) Investment Summary

(Exhibit A)

General Terms and Conditions

1. CERTAIN DEFINITIONS

- 1.1. Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any Tyler holiday.
- 1.3. <u>Business Hour</u> means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. <u>Claims</u> mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.5. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.
- 1.6. <u>Defect</u> means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.
- 1.7. <u>Documentation</u> means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software
- 1.8. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".
- Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.
- 1.10. <u>Investment Summary</u> means the summary of fees and services set forth on Schedule 1.
- 1.11. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.
- Licensed Property means the Licensed Software and the Documentation.
- 1.13. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.
- 1.14 Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.
 - 1.15. Party means, individually, Tyler and Client.
- 1.16. <u>Project</u> means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.
- 1.17. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B.
 - 1.19. T&M means time and materials.

- 1.20. Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.
- 1.21. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.
- 1.22. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.
- 1.23. <u>Users</u> means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

2. TITLE AND LICENSE

2.1. <u>License Grant</u>. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY CLIENT ACCESS TO THE LICENSED PROPERTY IF CLIENT FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2. <u>User Licenses</u>. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new

Users replacing former Users who no longer require ongoing use of the Licensed Property.

- Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.
- 2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

- (a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual properly (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.
 - (b) All training materials shall be the sole property of Tyler.
- (c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. FEES AND INVOICING

- 3.1. SaaS Fee. Tyler shall invoice Client for the SaaS Fee as set forth on the Investment Summary, and Client shall make payment in accordance with Section 3.4
- 3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4.
- Expenses. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.
- 3.4. Invoice and Payment. Tyler shall invoice Client for professional services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.
- 3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

 Bank: Wells Fargo Bank, N.A.

420 Montgomery

San Francisco, CA 94104 ARA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. - Operating

4. PROJECT IMPLEMENTATION

Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be

performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

- 4.2. Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.
- 4.3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.
- 4.4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section17.14) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

Tyler shall use commercially reasonable efforts to promptly install the Licensed Software on Tyler's Servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Client.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof, which shall be Client's sole right and remedy against Tyler.
- 6.2. Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud. and such gross mistakes that amount to fraud.
- 6.3. Use. Notwithstanding anything to the contrary herein, Client's use of the Licensed Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 1. Training shall be provided at Client's principal place of business or other site selected by Client, Training shall be performed according to the training plan, but in any event shall be "handson" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

MAINTENANCE AND SUPPORT SERVICES

8.1. Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software or Client's use, whichever occurs first, Tyler shall provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

8.2. Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide end user workstations that conform to Tyler's minimum requirements, and (e) provide the requisite networks.

9. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Tyler Confidential and Proprietary Information.
 Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.
- Judicial Proceedings. If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler. Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. <u>Project Personnel</u>. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.
- 10.4. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.
- 10.5. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.
- 10.6. <u>Certain Business Practices</u>, Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this

Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Client, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, THE SAAS FEES PAID BY CLIENT, IF ANY, AND (B) AFTER TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH EXHIBIT B. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS, CORRUPTION, OR MISAPPROPRIATION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Client arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Client against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or properly damage is caused by or resulting from the actions, negligent or otherwise, of Client, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property.

- (a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or Client's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or palent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Client, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Client harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by Client, or any third party pursuant to Client's directions, or upon the unauthorized use of the Licensed Software by Client.
- (b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third

party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Software to make it non-infringing; or (iii) promptly procure the right of Client to use the Licensed Software as intended.

13. TAXES

- 13.1. Tax Exempt Status. Client represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.
- 13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

14. INSURANCE

Tyler shall provide, upon the written request of Client (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and Client from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Client shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

15. TERM, SUSPENSION, AND TERMINATION

- 15.1. Term. The term of this Agreement (the "Term") shall commence on the start date specified in the Investment Summary and continue for the subscription term specified therein. Except as otherwise specified in the Investment Summary, the term of this Agreement, and the corresponding payment of all SaaS Fees, shall automatically renew for additional periods equal to the then expiring subscription term or one year (whichever is longer), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.
- 15.2. Early Termination by Client. This Agreement may be terminated by Client prior to the end of the then current term by Client providing Tyler with (a) ninety (90) days written notice of its intent to terminate, and (b) payment equal to the lesser of (i) 50% of the SaaS Fees still due for the remainder of the then current term or (ii) one year's SaaS Fees.
- Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.3.
 - (a) For purposes of this Section, "Cause" means either:
 - a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;
 - (ii) the failure by Client to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

- (iii) breach of Section 9; or
- (iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or properly appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
- (b) No Party may terminate this Agreement under Section 15.3(a)(i) unless it cooperates in good faith with the alteged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.
- (c) Upon any termination for Cause by Client, Tyler shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by Tyler, Client shall pay Tyler the lesser of (a) any unpaid SaaS Fees covering 50% of remainder of the Term after the effective date of termination; or (b) one year's SaaS Fees. In no event shall any termination relieve Client of the obligation to pay any fees payable to Tyler for the period prior to the effective date of termination.
- 15.4. Effect of Termination. Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Client's access to the licensed applications shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, Tyler will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Client shall return all documentation, products, Tyler Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Client by Tyler.
- 15.5. Survival. The following provisions shall survive after the Term of this Agreement: 1, 2, 9, 11, 12, 13, 15, 16, and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Client and Tyler's Vice President of Courts and Justice Systems Division assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's chief executive officer or other individual reasonably designated by Client and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to mediation prior to pursuing legal action. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

- 17.1. <u>Assignment</u>. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.
- 17.2. <u>Cumulative Remedies</u>. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at

their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

- 17.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- 17.7. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.
- 17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.
- 17.10 Governing Law. Any legal action filed in court as a result of a dispute arising out of or relating to this Agreement or the breach thereof shall be filed in a State District or Federal Court serving Navarro County, Texas
- 17.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense.
- 17.12. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13 Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.
- 17.14. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to

its respective obligations set forth in Sections 2.3 and 9 shalt cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

17,17.

[Remainder of this page intentionally left blank]

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(Exhibit B) Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

- 17.18 Terms Not Defined. Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").
- 17.19. Application Availability Period has the meaning set forth in Schedule B-1.
- 17.20 Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.
- 17.21. <u>Defect</u> means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.
- 17.22. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.
- 17.23. <u>Downtime</u> means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.
- 17.24 Operational Maintenance Window has the meaning set forth in Schedule B-1.
- 17.25. Service Level 1 Defect Documented Defect that causes (a) complete application failure or application unavailability.; (b) application failure or unavailability in one or more of Purchasers remote locations; (c) systemic loss of multiple essential system functions.
- 17.26 Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.
- 17.27. Service Level 3 Defect means a Priority 1 Defect with an existing Circumvention Procedure, or a Priority 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.
- 17.28. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.
- 17.29. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.
- 17.30, Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

18. CLIENT RESPONSIBILITIES

18.1. Documenting Defects. Client must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training. Client-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue that Client requests services, but which is not a

Documented Defect, shall be treated as a request for other services and governed by Section 6.

18.2. <u>Training</u>. Except as provided in Exhibit A, Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

19. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

19.1. Application Availability.

- (a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule 8-1
- (b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or colocated data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure (as set forth in Exhibit A, Section 17.14).

19.2. Operations Support; Procedures for Reporting Downtime.

- (a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure after normal Business Hours.
- (b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

19.3. Credit for Downtime.

- (a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.
- (b) Client shall earn a credit towards the next annual payment as follows:
 - if the average percentage of Downtime during the prior quarter is less than 4%, no Downtime credit shall be earned:
 - (ii) if the average percentage of Downtime during the quarter is between 4% and 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 3% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due; and
 - (iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 5% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due.
- (c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may

- occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.
- (d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated annual SaaS Fee for any one quarter.

20. TYLER RESPONSIBILITIES - HELP DESK

Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, 0Monday through Friday, excluding Tyler holidays) for general application assistance.

21. TYLER RESPONSIBILITIES -DOCUMENTED DEFECTS

21.1. General Services for Reporting Documented Defects.

- (a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Priority and Tyler's tracking number.
- (b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.
- 21.2. Service Level 1 Defects Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.
- 21.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state
- 21.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state..
- 21.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.
- 21.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.
- 21.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and
- (c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

22. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

23. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a software as a service agreement.

24. THIRD PERSON SOFTWARE

- 24.1. Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.
- 24.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.
- 24.3. <u>Costs</u>. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

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(Schedule B-1) Application Availability Period Service Levels

| Туре | Description | Goal |
|------------------------------------|---|--|
| Application Availability Period | All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance. | 10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday Total of 164 hours per week. |
| Operational Maintenance Window | The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period. The Application maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and so forth. If an Odyssey application hot fix must be performed outside the Application maintenance period and impacts application availability, Tyler will provide 24-hour notice to the Client. | 06:00 a.m. to 10:00 a.m. Central Time Sunday |
| Backups | Nightly backups of the following files will be completed: production databases, images, forms, and other documents. Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents. Back-up media will be cycled off-site nightly to a fireproof vault. Nightly backups are stored offsite. | Nightly |