NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 27th, day of November, 2017 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building 601 North 13th Street, in Corsicana, Texas. Presiding Judge HM Davenport Jr. Commissioners present Jason Grant, Dick Martin, Eddie Moore, and James Olsen.

- 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Grant Carried unanimously
- Opening prayer by Comm. Grant
- 3. Pledge of Allegiance
- Public Comment-N comments

Consent Agenda

Motion to approve consent agenda items 5-9 by Comm. Martin sec by Comm. Olsen
Carried unanimously

- 5. Motion to approve bills as submitted by the County Auditor, Current bills, (paid 11/27/2017), and payroll (paid 11/30/2017)

 TO WIT PG 1439-1457
- Motion to approve Treasurer's Report for September 2017, Chief Deputy Jan McCollum TO WIT PG 1458-1460
- Motion to approve accepting Verizon Wireless Customer Agreement Renewal for Navarro County

 TO WIT PG 1461
- 8. Motion to approve Modification 3 to Texoma HIDTA Grant G17NT0001A for \$2,832,020.00

 TO WIT PG 1462-1466
- Motion to approve 2017 Navarro County Resolution Indigent Defense Grant Program TO WIT PG 1467

Action Items

10. No action taken Burn Ban remains off

- 11. Table to approve Bond for ESD 1 Treasurer
- Motion to approve the Auditor to conduct the annual Audit of Chapter 59 Asset
 Forfeiture funds for the Navarro County Sheriff's Office by Comm. Olsen sec by
 Comm. Moore
 Carried unanimously
- Motion to approve the Auditor to conduct the annual Audit of Chapter 59 Asset
 Forfeiture funds for the Navarro County District Attorney's Office by Comm.
 Grant sec by Comm. Moore
 Carried unanimously
- Motion to approve a re-plat of Shady Creek Subdivision, Lot 36A and Lot 36B for John Hays by Comm. Moore sec by Comm. Olsen
 Carried unanimously

 TO WIT PG 1468-1470
- 15. Motion to approve Sales order Agreement from Election System and Software by Comm. Olsen sec by Comm. Moore

 Carried unanimously

 TO WIT PG 1471-1492
- 10:12 A.M. 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
 - 10:46 Motion to come out of Executive Session by Comm. Olsen sec by Comm. Grant Carried unanimously
- 17. Motion to approve action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel for Ryan Douglas Treasurer, in recognition to pay Jane McCollum she is taking over his responsibilities that we are going to change her salary to be reflective of the salary paid to the treasurer, so she will start receiving December 1, a supplement of \$1089.16 per month. There will be no comp time paid at that point and her vacation we will be paying her for, 10 days' vacation which she will be unable to take this year and we will pay her for 22 plus or minus hours that will compensate her for by Comm. Martin sec by Comm. Olsen Carried unanimously
- 10:48 A.M. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation by Comm. Olsen sec by Comm. Moore

- 11:51 A.M. Motion to come out of Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation by Comm. Moore sec by Comm. Grant
- 19. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation
- 20. Motion to adjourn by Comm. Martin sec Comm. Grant 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 November 27 th , 2017.

Signed 27th day of November, 2017

Sherry Dowd, County Clerk



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VENDOR NAME PF	P AC	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ADVANCED TRACKING TE 02	2 2018	101-560-321	OPERATING SUPPLI	DC DIRECT CONNECT C	7771	11/20/2017	11/27/2017	305400	179.70
ADVANCED TRACKING TE 02	2 2018	101-560-321	OPERATING SUPPLI	SHIPPING	7771	11/20/2017	11/27/2017	305400	15.00
AKV PLUMBING CONTRAC 02	2 2018	101-512-445	REPAIRS & MAINTE	SALLY PORT - REPAIR	10195	11/15/2017	11/27/2017	305414	141.82
AKV PLUMBING CONTRAC 02	2 2018	101-512-445	REPAIRS & MAINTE	SALLY PORT - LABOR	10195	11/15/2017	11/27/2017	305414	235.00
AKV PLUMBING CONTRAC 02	2 2018	101-512-445	REPAIRS & MAINTE	TANK F3 - UNCLOGGED	10201	11/16/2017	11/27/2017		191.25
AKV PLUMBING CONTRAC 02	2018	101-512-445	REPAIRS & MAINTE	LABOR	10201	11/16/2017	11/27/2017		176.25
AMERICAN FORENSICS L 02	2 2018	101-406-487	AUTOPSY	GENTRY JR. BILLY TH	2817	11/16/2017	11/27/2017		1,700,00
ANGUS VOLUNTEER FIRE 02	2 2018	101-406-465	FIRE PROTECTION	3 TRUCKS	NOV 2017	11/15/2017	11/27/2017		600.00
AT&TSERVICES INC. 02	2 2018	101-560-451	MAINT CONTRACT -	287256008137 10/03/	8137 - NOV 2	11/16/2017	11/27/2017		23.45
AT&TSERVICES INC. 02	2 2018	101-560-451	MAINT CONTRACT -	287256004189 10/03/	4189 - NOV 2	11/16/2017	11/27/2017		65.13
AT&TSERVICES INC. 02	2 2018	101-512-451	MAINT CONTRACT -	287256003555 10/03/	3555 - NOV 2	11/16/2017	11/27/2017		130.26
AT&TSERVICES INC. 02	2 2018	101-560-451	MAINT CONTRACT -	287256003327 10/03/	3327 - NOV 2	11/16/2017	11/27/2017		137.70
AT&TSERVICES INC. 02	2 2018	101-560-451	MAINT CONTRACT -	287256004254 10/03/	4254 - NOV 2	11/16/2017	11/27/2017		143.59
				287256004254 10/03/	4254 - NOV 2	11/16/2017	11/27/2017		39.24
AT&TSERVICES INC. 02	2 2018	101-410-435	TELEPHONE	9038725950 11/09/17	5950 - NOV 2	11/20/2017	11/27/2017		260.04
		101-410-435		9038723189 11/09/17					137.65
		101-410-435		9038723030 11/09/17					684.45
				287256200779 10/12/					76.15
		101-410-430	CERTAIN CONTRACTOR CON	4015162797 10/11/17					47.67
		101-410-430		3033118034 10/11/17					51.16
		101-512-435		3043865324 10/11/17					1,416.61
		101-410-430		4009459327 10/11/17					66.57
		101-412-430		4020245287 09/27/17					51.85
		101-412-430		4020245287 09/27/17					51.85
ATWOODS DISTRIBUTING 02						11/15/2017			60.98
				WIPER BLADES, B-12		11/22/2017			94.00
				TAHOE - BATTERIES		11/22/2017			587.72
				CROWN VICTORIA - BA		11/22/2017			146.93
			OPERATING SUPPLI			11/15/2017			59.95
			OPERATING SUPPLI		133315522	11/15/2017			32.45
- II I I LURUS IIII I II II			MAINTENANCE SUPP			11/15/2017			11.99
			MAINTENANCE SUPP FIRE PROTECTION			11/15/2017		303399	6.49
BLACKFORD PRINTING C 02		ACTION MODERN CONTRACTOR		N 100 0 0 00 00 11 00 00 00 00 00 00 00 0		11/15/2017 11/16/2017		205221	800.00 78.00
BLOOMING GROVE FIRE 02						11/15/2017		303231	800.00
				TX TRAFFIC & CRIMIN		11/16/2017			58.00
			DUES & SUBSCRIPT	a man pathology meta-pathology	(m)(0)) 800 - 202-02-401	11/16/2017			6.25
BOB BARKER COMPANY I 02								305/39	1.440.00
		101-410-435		36553093 10/12/17 -		11/22/2017		000400	42.84
3674776.5783.57536107.5753753575		101-410-435	91 THE RESERVED AND A STATE OF	36552458 10/12/17 -		11/22/2017			1.55
CHARLIE'S LAWN SERVI 02						11/16/2017			1.915.83
CHATFIELD VOLUNTEER 02						11/15/2017			1.000.00
				52 HRS - 10/01/17 -	954050	11/16/2017			2,600.00
CORBET-OAK VALLEY VO 02						11/15/2017			800.00
CORSICANA DAILY SUN 02						11/16/2017			338.14
CORSICANA DAILY SUN 02						11/16/2017			258.62
CORSICANA GLASS & MI 02						11/21/2017		305333	180.00
CORSICANA GLASS & MI 02						11/21/2017			254.68
				41ST ANNUAL TACA CO					864.28
DAILEY-WELLS COMMUNI 02						11/16/2017		305394	8,796.00
DAILEY-WELLS COMMUNI 02						11/16/2017			3,000.00
DAILEY-WELLS COMMUNI 02						11/16/2017			.04
DAILEY-WELLS COMMUNI 02						11/16/2017			.04
DAILEY-WELLS COMMUNI 02	2018	101-560-320	OPERATING EQUIPM	SPEAKER MICROPHONE	17G8113154	11/16/2017	11/27/2017	305394	525.00
DAILEY-WELLS COMMUNI 02	2018	101-560-320	OPERATING EQUIPM	LEATHER CASE	17GB113154	11/16/2017	11/27/2017	305394	420.00

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VENDOR NAME	PP	AC	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
DAILEY-WELLS COMMUNI	02	2018	101-560-320	OPERATING EQUIPM	BELT CLIP	17GB113154	11/16/2017	11/27/2017	305394	37.50
DAILEY-WELLS COMMUNI						17GB113154		11/27/2017		32.00
DAMARA WATKINS				MENTAL / AD LITE		25174	11/16/2017	11/27/2017		1.275.00
DAMARA WATKINS	02	2018	101-430-485	OTHER LITIGATION	CHUNG, JAY	34587	11/16/2017	11/27/2017		7.50
DAMARA WATKINS	02	2018	101-430-411	COURT APPOINTED	CHUNG, JAY	34587	11/16/2017	11/27/2017		150.00
DAMARA WATKINS	02	2018	101-430-485	OTHER LITIGATION	RAMIRO, MARCO	36769	11/16/2017	11/27/2017		10.00
DAMARA WATKINS	02	2018	101-430-411	COURT APPOINTED	RAMIRO. MARCO	36769	11/16/2017	11/27/2017		550.00
DAMARA WATKINS	02	2018	101-430-411	COURT APPOINTED	RAMIRO, MARCO	36772	11/16/2017	11/27/2017		450.00
DAMARA WATKINS	02	2018	101-425-490	MENTAL / AD LITE	AD-LITEM	2017-53	11/20/2017	11/27/2017		100.00
DAMARA WATKINS	02	2018	101-425-490	MENTAL / AD LITE	AD-LITEM	2017-52	11/20/2017	11/27/2017		100.00
DANDA PARKER	02	2018	101-409-428	TRAVEL/CONFERENC	29TH ELECTION LAW S	NOV 2017	11/17/2017	11/27/2017		166.92
					29TH ELECTION LAW S			11/27/2017		178.50
DANDA PARKER	02	2018	101-409-428	TRAVEL/CONFERENC	29TH ELECTION LAW S	PARKER, DAND	11/20/2017	11/27/2017		503.70
DANDA PARKER	02	2018	101-409-428	TRAVEL/CONFERENC	160 MILES @ .535	NOV 2017	11/21/2017	11/27/2017		85.60
DAWSON VOLUNTEER FIR						NOV 2017	11/15/2017	11/27/2017		800.00
DEALERS ELECTRICAL S								11/27/2017	305341	130.00
DOCUMENT SOLUTIONS					10/01/17 - 10/31/17			11/27/2017		71.14
DOWD & SONS INC					UNIT 2796 - REPLACE	0111079	11/20/2017	11/27/2017	305478	260.00
ED BROWN DISTRIBUTOR	02	2018	101-512-445	REPAIRS & MAINTE	REPAIRED DRYER #1	19003306		11/27/2017		170,00
ED BROWN DISTRIBUTOR	02	2018	101-512-445	REPAIRS & MAINTE	LABOR	19003306	11/20/2017	11/27/2017		175.28
EMERGENCY SERVICE DI						NOV 2017	11/15/2017	11/27/2017		600.00
EMHOUSE VOLUNTEER FI	02	2018	101-406-465	FIRE PROTECTION	3 TRUCKS	NOV 2017	11/15/2017	11/27/2017		600.00
EUREKA VOLUNTEER FIR	02	2018	101-406-465	FIRE PROTECTION		NOV 2017		11/27/2017		600.00
FIVE STAR SERVICES I					10/26/17 - 11/01/17	28680	11/16/2017	11/27/2017		4.456.29
FIVE STAR SERVICES I					11/02/17 - 11/08/17	28706		11/27/2017		4,439,31
FIVE STAR SERVICES I	02	2018	101-512-380	GROCERIES	11/09/17 - 11/15/17			11/27/2017		4.672.52
FROST VOLUNTEER FIRE						NOV 2017		11/27/2017		800.00
	02	2018	101-560-426	UNIFORMS	WINDBREAKER - CLAY.			11/27/2017		21 81
GALLS LLC	02	2018	101-560-426	UNIFORMS	CLASS A PANTS - POW			11/27/2017		51.50
			101-560-426		CLASS B PANTS - POW			11/27/2017		66.00
4			101-560-426		SS SHIRTS - POWERS.			11/27/2017		69.50
			101-560-426		LS SHIRTS - POWERS.			11/27/2017		82.78
			101-560-426		CLASS B PANTS - LAN			11/27/2017		33.00
			101-560-426		CLASS B PANTS - LAN			11/27/2017		66.00
			101-560-426		JACKET - HURLEY. GA			11/27/2017		44.08
GALLS LLC			101-560-426		JACKET - CAGLE, MEL			11/27/2017		44.08
			101-560-426		POLOS - SMITH, MICH			11/27/2017		82.46
			101-560-426		CLASS B PANTS - SMI			11/27/2017		66.00
			101-560-426		POLOS - MARTINEZ. M			11/27/2017		82.46
			101-560-426		CLASS B PANTS - MAR		KONTE ADMINISTRATIVADA (AD	11/27/2017		66.00
			101-560-426		POLOS - BASNETT, KA			11/27/2017		82.46
			101-560-426		CLASS B PANTS - BAS			11/27/2017		66.00
			101-560-426		POLOS - MARTIN, PSH			11/27/2017		70.50
			101-560-426		CLASS B PANTS - MAR			11/27/2017	305252	66.00
GEXA ENERGY - HOUSTO					221 W 1ST AVE 09/20			11/27/2017		166.00
GEXA ENERGY - HOUSTO					601 N 13TH ST 09/20			11/27/2017		883.06 64.98
GEXA ENERGY - HOUSTO					209 W 1ST AVE 09/20 312 W 1ST AVE 09/20			11/27/2017		9.50
GEXA ENERGY - HOUSTO					800 N MAIN ST 09/20			11/27/2017		465.12
GEXA ENERGY - HOUSTO										553.84
GEXA ENERGY - HOUSTO					800 N MAIN ST STE R 400 W 2ND AVE 09/20			11/27/2017		10.23
GEXA ENERGY - HOUSTO								11/27/2017		68.50
GEXA ENERGY - HOUSTO					312 W 1ST AVE 09/20					141.95
GEXA ENERGY - HOUSTO					800 N MAIN ST HSMT			11/27/2017	305020	24.99
GILFILLAN HARDWARE GREAT AMERICA FINANC					003-1270682-000 NOV			11/27/2017	003023	278.00

VENDOR NAME	PP AC	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
HILTON GALVESTON ISL (02 2018	101-560-428	TRAVEL/CONFERENC	2017 SEX OFFENDER R	GRIMES, MELI	11/16/2017	11/27/2017		460.00
HILTON GALVESTON ISL (02 2018	101-560-428	TRAVEL/CONFERENC	2017 SEX OFFENDER R	STEAGALL, LU	11/16/2017	11/27/2017		460.00
HOME DEPOT CREDIT SE	02 2018	101-560-429	TRAINING - FIRIN	GRILL, MICROWAVE, L	5112991	11/16/2017	11/27/2017	305350	354.97
ICS JAIL SUPPLIES, I (02 2018	101-512-350	INMATE SUPPLIES	GEL TOOTHPASTE	W1302400	11/22/2017	11/27/2017	305436	127.75
ICS JAIL SUPPLIES, I (02 2018	101-512-350	INMATE SUPPLIES	SHORT HANDLE TOOTHB	W1302400	11/22/2017	11/27/2017	305436	146.70
ICS JAIL SUPPLIES. I (UNWRAPPED SOAP	W1302400		11/27/2017		279.20
ICS JAIL SUPPLIES, I (11/27/2017	Paragraphic Company	612.00
				WET FLOOR SIGNS. PA			11/27/2017		52.05
			KITCHEN SUPPLIES		144391		11/27/2017	305455	30.50
JACOBSON LAW FIRM PC (11/27/2017		75.00
JACOBSON LAW FIRM PC (11/27/2017		612.44
				TX CRIMINAL LAWYER' 2400 GAL GAS			11/27/2017	205024	260.00 4.706.40
JOHNSON OIL COMPANY (JOHNSON OIL COMPANY (101-560-370		2400 GAL GAS	29587 29699		11/27/2017		4.708.40
JOHNSON OIL COMPANY (2400 GAL GAS	29863		11/27/2017		4,628.40
JUANITA B EDGECOMB P (WILSON, BOBBY	37655	11/16/2017		303024	587.50
JUANITA B EDGECOMB P (WILSON, BOBBY	34359 (2)		11/27/2017		387.50
JUANITA B EDGECOMB P (WILSON, BOBBY	74508		11/27/2017		200.00
JUANITA B EDGECOMB P (WILSON, BOBBY	74509	11/16/2017			100.00
JUDICIAL SYSTEM INC							11/27/2017	305279	541.74
JUDICIAL SYSTEM INC							11/27/2017		1,200.00
K & S TIRE TOWING & C	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2370 - OIL CHA	67880	11/15/2017	11/27/2017	305032	45.70
K & S TIRE TOWING & C	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2370 - LABOR	67880	11/15/2017	11/27/2017	305032	10.00
K & S TIRE TOWING & C	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2582 - OIL CHA	67881	11/15/2017	11/27/2017	305448	74.05
K & S TIRE TOWING & C	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2582 - LABOR	67881	11/15/2017	11/27/2017	305448	30.00
K & S TIRE TOWING & C	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2688 - OIL CHA	67907	11/15/2017	11/27/2017	305032	51.45
K & S TIRE TOWING & C	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2688 - LABOR	67907		11/27/2017		10.00
	02 2018	101-560-445	REPAIRS & MAINT	UNIT 2155 - OIL CHA	67906		11/27/2017		22.95
	S/E 1/2015012/2/		REPAIRS & MAINT	UNIT 2155 - LABOR	67906		11/27/2017		30.00
THE PROPERTY AND ADDRESS OF THE PROPERTY OF TH			REPAIRS & MAINT	UNIT 2584 - OIL CHA			11/27/2017		51.45
			REPAIRS & MAINT	UNIT 2584 - LABOR	67932		11/27/2017		10.00
Per da les especials approvations for la			REPAIRS & MAINT	UNIT 2836 - OIL CHA			11/27/2017		53.57
an also the equational equation as			REPAIRS & MAINT	UNIT 2836 - LABOR UNIT 2692 - OIL CHA	67930		11/27/2017		10.00
			REPAIRS & MAINT REPAIRS & MAINT	UNIT 2692 - LABOR	67888		11/27/2017		82.76 10.00
K & S TIRE TOWING & O							11/27/2017		33.42
K & S TIRE TOWING & O							11/27/2017		10.00
KEATHLEY & KEATHLEY C						11/16/2017		000002	400.00
KEATHLEY & KEATHLEY O						11/16/2017			200.00
KEATHLEY & KEATHLEY O					NOT INDICTED				250.00
KEATHLEY & KEATHLEY O						11/16/2017			250.00
			FIRE PROTECTION			11/15/2017			1,000.00
LAW OFFICE OF BRIDGE O	02 2018	101-430-411	COURT APPOINTED	ALLEN, CHARLES RAY	37343	11/16/2017	11/27/2017		1.975.00
LAW OFFICE OF BRIDGE O	2018	101-425-411	COURT APPOINTED	WASHINGTON, TABRICK	74818	11/16/2017	11/27/2017		100.00
LAW OFFICE OF BRIDGE O	2018	101-425-411	COURT APPOINTED	WASHINGTON, TABRICK	74817	11/16/2017	11/27/2017		200.00
LAW OFFICE OF BRIDGE O	2 2018	101-425-411	COURT APPOINTED	WASHINGTON, TABRICK	72529 (2)	11/16/2017	11/27/2017		50.00
LAW OFFICE OF BRIDGE O						11/16/2017			50.00
LAW OFFICE OF JASON O						11/16/2017			862.50
LAW OFFICE OF KERRI O						11/16/2017			625.00
LAW OFFICE OF KERRI O						11/16/2017			425.00
LEXIS NEXIS - CHICAG O									50.00
		101-430-412		STOCKTON, PHILLIP 3		11/26/2017			300.00
				STATE FAIR FOOD CHA					58.64 62.49
				HEART O TX FOOD CHA 4-H PROGRAM PLANNIN					68.27
LORIE STOVALL 0	15 5010	101-421-420	THAT TO COME ENEME	T-II FROUNDI FEMININ	SET - 11/0	11/10/201/	TTICITEUIT		UU L/

VENDOR NAME	PP A	CCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
LORIE STOVALL	02 201	8 101-421-428	TRAVEL/CONFERENC	FCS PROGRAM PLANNIN	REIMB - 11/0	11/16/2017	11/27/2017		62.49
LORIE STOVALL	02 201	8 101-421-428	TRAVEL/CONFERENC	STATE FAIR PUBLIC S	REIMB - 11/0	11/16/2017	11/27/2017		58.64
LORIE STOVALL	02 201	8 101-421-428	TRAVEL/CONFERENC	STATE FAIR ROBOTICS	REIMB - 11/0	11/16/2017	11/27/2017		58.64
LUCRETIA STEAGALL	02 201	8 101-560-428	TRAVEL/CONFERENC	2017 SEX OFFENDER R	DEC 2017	11/16/2017	11/27/2017		229.50
MARK'S PLUMBING PART	02 201	8 101-512-321	MAINTENANCE SUPP	QUICK CLOZ CARTRIDG	INV001661006	11/15/2017	11/27/2017	305443	543.10
MARK'S PLUMBING PART	02 201	8 101-512-321	MAINTENANCE SUPP	.5 FLO-CONTROL ASSY	INV001661006	11/15/2017	11/27/2017	305443	263.00
MCCOY'S BUILDING SUP							11/27/2017		39.01
MEDICAL SURGICAL & C							11/27/2017		107.00
MEDICAL SURGICAL & C							11/27/2017	305034	107.00
MELISSA GRIMES				2017 SEX OFFENDER R			11/27/2017		229.50
			OTHER LITIGATION		25013		11/27/2017		6.80
			MENTAL / AD LITE		25013		11/27/2017		1,462.50
MILDRED VOLUNTEER FI					NOV 2017		11/27/2017		600.00
MONROE SYSTEMS FOR B					IN11461		11/27/2017 11/27/2017		40.80
MONROE SYSTEMS FOR B MUSTANG VOLUNTEER FI					IN11461 NOV 2017		11/27/2017	3033/1	15.00 600.00
NAVAL SURFACE WARFAR							11/27/2017	305/35	3,600.00
NAVARRO COUNTY HEALT					NOV 2017		11/27/2017	303433	4,083.33
NAVARRO MILLS VOLUNT					NOV 2017		11/27/2017		800.00
NAVARRO VOLUNTEER FI				2 TRUCKS	NOV 2017		11/27/2017		400.00
			COURT APPOINTED	PAUL, CHARLES	74561		11/27/2017		100.00
			COURT APPOINTED	STEVENSON, JORDAN -			11/27/2017		550.00
			COURT APPOINTED	STEVENSON, JORDAN -			11/27/2017		425.00
			OTHER LITIGATION		37582		11/27/2017		1.00
			COURT APPOINTED	PAUL, CHARLES	37582		11/27/2017		662.50
NELSON PUTMAN PROPAN				2016 CYLINDER PROPA			11/27/2017	305351	25.00
NEWARK ELEMENT14	02 201	3 101-560-340	INVESTIGATIVE /	1.55V BATTERIES	29629605	11/22/2017	11/27/2017	305415	78.60
NEWARK ELEMENT14	02 201	3 101-560-340	INVESTIGATIVE /	3V COIN CELL BATTER	29629605	11/22/2017	11/27/2017	305415	249.60
NEWARK ELEMENT14	02 201	3 101-560-340	INVESTIGATIVE /	SHIPPING	29629605	11/22/2017	11/27/2017	305415	21.88
O'CONNOR'S LITIGATIO	02 201	3 101-435-419	DUES & PUBLICATI	2017 TX CRIMES & CO	100504980	11/16/2017	11/27/2017		55.00
O'CONNOR'S LITIGATIO					100504980	11/16/2017	11/27/2017		11.00
OFFICE DEPOT INC-TXM	02 201	3 101-406-312	COPY & POSTAGE S	COPY PAPER	972474076001	11/16/2017	11/27/2017	305329	39.50
OFFICE DEPOT INC-TXM					974348525001	11/16/2017	11/27/2017	305358	74.88
OFFICE DEPOT INC-TXM					972480966001				31.99
OFFICE DEPOT INC-TXM									129.83
OFFICE DEPOT INC-TXM									93.94
OFFICE DEPOT INC-TXM									93.94
OFFICE DEPOT INC-TXM					977846045001				42.25
OFFICE DEPOT INC-TXM									25.89
OFFICE DEPOT INC-TXM									11.40
OFFICE DEPOT INC-TXM									23.09
OFFICE DEPOT INC-TXM OMNI AUSTIN HOTEL AT								202301	287.99
				70772 - 312 W 2ND A			11/27/2017		299.00 128.75
OTIS ELEVATOR COMPAN							11/27/2017		615.61
POLYGRAPH SERVICES &							11/27/2017	305046	175.00
POLYGRAPH SERVICES &							11/27/2017		175.00
PURDON VOLUNTEER FIR							11/27/2017	000040	600.00
PURSLEY VOLUNTEER FI							11/27/2017		600.00
QUALIFICATION TARGET				IALEFI QUALIFICATIO			11/27/2017	305419	492.00
QUALIFICATION TARGET				A TOTAL CONTROL OF THE STATE OF			11/27/2017		87.50
QUALIFICATION TARGET				.223 CALIBER DUMMY			11/27/2017		65.00
QUALIFICATION TARGET							11/27/2017		235.00
QUALIFICATION TARGET				ZTEK ANTI-FOG SAFET			11/27/2017		38.39
				0126607779 10/07/17		11/16/2017	11/27/2017		12.48

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VENDOR NAME	PP AC	CCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
READYREFRESH	02 2018	101-411-458	MAINT CONTRACT -	0122447261 10/07/17	07K012244726	11/16/2017	11/27/2017		34.99
READYREFRESH				0126607738 10/07/17					46.88
READYREFRESH				0126607795 10/07/17					6.99
REGIONAL ORGANIZED C					0037391-IN		11/27/2017		300.00
REGIONAL PUBLIC DEFE					08/18/17 FY2	11/16/2017	11/27/2017		23.492.00
RESERVE ACCOUNT		101-406-311		36909240 - POSTAGE	NOV 2017		11/27/2017		5,000.00
RESERVE ACCOUNT	02 2018	101-406-311	POSTAGE	36909240 - POSTAGE	DEC 2017	11/16/2017	11/27/2017		5.000.00
RETREAT VOLUNTEER FI	02 2018	101-406-465	FIRE PROTECTION	4 TRUCKS	NOV 2017	11/15/2017	11/27/2017		800.00
REX GIVENS	02 2018	101-475-419	DUES & SUBSCRIPT	4143 - APPOINTMENT	REIMB - 11/0	11/16/2017	11/27/2017		35.99
RICE VOLUNTEER FIRE	02 2018	101-406-465	FIRE PROTECTION	3 TRUCKS	NOV 2017	11/15/2017	11/27/2017		600.00
RICHLAND VOLUNTEER F					NOV 2017	11/15/2017	11/27/2017		800.00
ROBERT LOWELL THOMPS	02 2018	101-475-428	TRAVEL/CONFERENC	ELECTED PROSECUTOR	DEC 2017		11/27/2017		171.20
ROBERT LOWELL THOMPS					DEC 2017		11/27/2017		127.50
SATELLITE PHONES DIR					12446		11/27/2017		49.28
SHANA STEIN FAULHABE					37556		11/27/2017		550.00
SHANA STEIN FAULHABE					37777		11/27/2017		775.00
SHERIFF. PETTY CASH				WARD, ROSA ELLA	11/07/17		11/27/2017		10.00
SHERIFF, PETTY CASH							11/27/2017		19,25
SHERIFF, PETTY CASH							11/27/2017		16.23
SILVER CITY VOLUNTEE					NOV 2017		11/27/2017		600.00
SOUTHERN HEALTH PART					MISC2010		11/27/2017		113.23
SOUTHERN HEALTH PART					MISC2010		11/27/2017		655.86
SOUTHERN HEALTH PART					BASE30796		11/27/2017		25,869,38
SOUTHERN HEALTH PART							11/27/2017		700.91 400.00
SOUTHERN OAKS VOLUNT					NOV 2017 4440		11/27/2017	305454	48.00
SPIT SHINE FLOORS				CLEANED COURTROOMS CLEANED 1ST & 2ND F	NOV-COLORS		11/27/2017		90.00
SPIT SHINE FLOORS SPIT SHINE FLOORS				VACUUMED CH & CLEAN			11/27/2017		105.00
SPIT SHINE FLOORS				CLEANED IST. 2ND. 3			11/27/2017		55.00
SPIT SHINE FLOORS				REMOVED TRASH & REP			11/27/2017		50.00
SPIT SHINE FLOORS				CLEANED COURTROOMS	4460		11/27/2017		48.00
SPIT SHINE FLOORS				CLEANED 1ST & 2ND F	1 FE PARTITION 1		11/27/2017		90.00
SPIT SHINE FLOORS				VACUUMED CH & CLEAN			11/27/2017		105.00
SPIT SHINE FLOORS	1971EA 1997/1975			CLEANED 1ST. 2ND. 3			11/27/2017		55.00
SPIT SHINE FLOORS							11/27/2017		50.00
SUSAN A WALDRIP COUR							11/27/2017		295.00
TEXAS ASSOC OF COUNT									180.00
TEXAS ASSOC OF COUNT									1,997.80
TEXAS ASSOC OF COUNT	02 2018	101-406-417	INSURANCE	AUTO LIABILITY 01/0	NRCN-20753~A	11/21/2017	11/27/2017		24,074.00
TEXAS ASSOC OF COUNT	02 2018	101-406-417	INSURANCE	AUTO PHYSICAL DAMAG	NRCN-20753-A	11/21/2017	11/27/2017		23,685.00
TEXAS ASSOC OF COUNT				GENERAL LIABILITY 0					11.017.00
THE BEAUCHAMP FIRM	02 2018	101-425-490	MENTAL / AD LITE	AD-LITEM	2017-48	11/20/2017	11/27/2017		100.00
THE BEAUCHAMP FIRM	02 2018	101-425-490	MENTAL / AD LITE	AD-LITEM	2017-49	11/20/2017	11/27/2017		100.00
			MENTAL / AD LITE		2017-51	11/20/2017	11/27/2017		100.00
THE BEAUCHAMP FIRM	02 2018	101-425-490	MENTAL / AD LITE	AD-LITEM	2017-54	11/20/2017	11/27/2017		100.00
THE EILAND LAW FIRM	02 2018	101-430-411	COURT APPOINTED	WRIGHT, ROGER - MTR	35667 (2)	11/16/2017	11/27/2017		200.00
THE EILAND LAW FIRM	02 2018	101-425-411	COURT APPOINTED	MORENO, ANTONIO	74346	11/16/2017	11/27/2017		200.00
THE EILAND LAW FIRM	02 2018	3 101-430-411	COURT APPOINTED	LUSK, RICKEY	37702	11/16/2017	11/27/2017		400.00
THE EILAND LAW FIRM					37616	11/16/2017	11/27/2017		400.00
THE EILAND LAW FIRM							11/27/2017		400.00
THE EILAND LAW FIRM					37723		11/27/2017		100.00
THE EILAND LAW FIRM					37733		11/27/2017		100.00
THE EILAND LAW FIRM					37729		11/27/2017		483.33
THE EILAND LAW FIRM					37725		11/27/2017		383.33
THE EILAND LAW FIRM	02 201	3 101-430-411	COURT APPOINTED	HAYS, ETHAN	37727	11/16/2017	11/27/2017		283.34

GENERAL FUND

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP A	CCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
THE EILAND LAW FIRM	02 201	8 101-430-411	COURT APPOINTED	GRANTHAM, DAVID	36803	11/16/2017	11/27/2017		2,425.00
THE EILAND LAW FIRM	02 201	8 101-430-411	COURT APPOINTED	SCHWINDT, HENRY	37471	11/16/2017	11/27/2017		400.00
THEDFORD OFFICE SUPP	02 201	8 101-495-445	REPAIRS & MAINTE	ROLLERS FOR SCANNER	28728	11/16/2017	11/27/2017	305370	432.00
THEDFORD OFFICE SUPP	02 201	8 101-407-312	COMPUTER SUPPLIE	BARCODE READER	28738	11/16/2017	11/27/2017	305449	134.99
THEDFORD OFFICE SUPP	02 201	8 101-560-446	REPAIRS & MAINT	8GB MEMORY	28747		11/27/2017		618.00
THEDFORD OFFICE SUPP		e care determination	Andrews Administration State				11/27/2017		69.00
THEDFORD OFFICE SUPP							11/27/2017		69.00
THEDFORD OFFICE SUPP				1TB 3.5" INTERNAL H			11/27/2017		69.00
THEDFORD OFFICE SUPP				250GB INTERNAL SSD	28748		11/27/2017		299.97
TIM'S TIRES & WHEELS				UNIT 2583 - FLAT	064969		11/27/2017		10.00
TIM'S TIRES & WHEELS	Service Service	TO LEADING ASSESSMENT OF THE PARTY OF THE PA	at the Landson Vendor Vendor	UNIT 2583 - ROTATED			11/27/2017	305050	20.00
TOMAS ECHARTEA		8 101-430-410		CHILD SUPPORT	26301		11/27/2017		200.00
TOMAS ECHARTEA		3 101-430-410		CUEVAS, MARGARITA	37479		11/27/2017		200.00
TX DEPT OF STATE HEA							11/27/2017		86.01
UHAUL INTERNATIONAL				ENVIRONMENTAL FEE	5011508		11/27/2017		1.00
		3 101-409-425		MILEAGE	5011508		11/27/2017		72.21
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	U-HAUL TRUCKS	5011508		11/27/2017		29.95
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	U-HAUL TRUCKS	5011509	11/16/2017	11/27/2017	305314	29.95
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	ENVIRONMENTAL FEE	5011509	11/16/2017	11/27/2017	305314	1.00
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	MILEAGE	5011509	11/16/2017	11/27/2017	305314	108.31
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	ENVIRONMENTAL FEE	5009755	11/16/2017	11/27/2017	305314	1.00
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	U-HAUL TRUCKS	5009755	11/16/2017	11/27/2017	305314	29.95
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	MILEAGE	5009755	11/16/2017	11/27/2017	305314	72.60
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	U-HAUL TRUCKS	5009756	11/16/2017	11/27/2017	305314	29.95
UHAUL INTERNATIONAL	02 201	3 101-409-425	ELECTIONS	ENVIRONMENTAL FEE	5009756	11/16/2017	11/27/2017	305314	1.00
UHAUL INTERNATIONAL	02 2018	3 101-409-425	ELECTIONS	MILEAGE	5009756	11/16/2017	11/27/2017	305314	77.10
UNION HIGH VFD	02 201	3 101-406-465	FIRE PROTECTION	2 TRUCKS	NOV 2017	11/15/2017	11/27/2017		400.00
VERIZON WIRELESS	02 201	3 101-409-425	ELECTIONS	742078371-00002 10/	9796105236	11/20/2017	11/27/2017		760.20
VERIZON WIRELESS	02 2018	3 101-560-451	MAINT CONTRACT -	742078371-00003 10/	9796105237	11/20/2017	11/27/2017		3,277.40
VERIZON WIRELESS	02 2018	3 101-560-430	DATA MODEM SERVI	742078371-00001 10/	9796105235	11/20/2017	11/27/2017		1,178.13
WATSON AIR CONDITION	02 2018	3 101-512-445	REPAIRS & MAINTE	UNIT B1 & B2 - REPL	10/25/17	11/22/2017	11/27/2017	305352	465.00
WATSON AIR CONDITION	02 2018	3 101-512-445	REPAIRS & MAINTE	ALL UNITS - CHECKED	10/25/17	11/22/2017	11/27/2017	305352	1,218,75
WATSON AIR CONDITION	02 2018	3 101-512-445	REPAIRS & MAINTE	UNIT B3 - REPLACED	11/18/17	11/22/2017	11/27/2017	305457	2,750.00
WATSON AIR CONDITION	02 2018	3 101-512-445	REPAIRS & MAINTE	LABOR	11/18/17	11/22/2017	11/27/2017	305457	650.00
WEST PUBLISHING CORP	02 2018	3 101-457-419	DUES & SUBSCRIPT	1000240683 10/05/17	837174312	11/26/2017	11/27/2017		76.86
WEST PUBLISHING CORP	02 2018	3 101-456-419	DUES & SUBSCRIPT	1000612695 10/05/17	837191273	11/26/2017	11/27/2017		76.86
WEX BANK	02 2018	3 101-560-370	GAS & OIL	3698016684 NOV 2017	52060712	11/22/2017	11/27/2017		488 60
WISTOL SUPPLY. INC	02 2018	3 101-560-446	REPAIRS & MAINT	WHELEN LED SPOT LIG	33592	11/16/2017	11/27/2017	305345	696.00
WISTOL SUPPLY, INC	02 2018	3 101-560-446	REPAIRS & MAINT	SHIPPING	33592	11/16/2017	11/27/2017	305345	11.88
XEROX CORP - TXMAS	02 2018	3 101-425-440	COPIER RENTAL	656492824 - NOV 201	091103264	11/17/2017	11/27/2017		208.68
287 R/C FIRE AND RES	02 2018	3 101-406-465	FIRE PROTECTION	4 TRUCKS	NOV 2017	11/15/2017	11/27/2017		800.00

254.982.19

ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	TAUOMA
						72.122.722.22		
AT&TSERVICES INC.	03 2	2018 151-571-435	TELEPHONE & INTE	9038722808 11/09/17	2808 - NOV 2	11/22/2017	11/2//2017	191.68
CHRIS ALDAMA	03 2	2018 151-571-428	TRAVEL	45TH ANNUAL CHIEF'S	DEC 2017	11/16/2017	11/27/2017	127.50
CORRECTIONS SOFTWARE	03 2	2018 151-571-315	COMPUTER SERVICE	DEC 2017	33064	11/16/2017	11/27/2017	1,990.00
HILTON GALVESTON ISL	03 2	2018 151-571-428	TRAVEL	2017 SEX OFFENDER R	BROOKS, TIM	11/16/2017	11/27/2017	460.00
HILTON SAN ANTONIO H	03 2	2018 151-571-428	TRAVEL	45TH ANNUAL CHIEF'S	ALDAMA, CHRI	11/16/2017	11/27/2017	282,54
REDWOOD TOXICOLOGY L	03 2	2018 151-571-411	DRUG TESTING SER	109188 - OCT 2017	109188201710	11/17/2017	11/27/2017	25.00
ROBERT L SAENZ	03 2	2018 151-573-410	CONTRACT SERVICE	SEX OFFENDER TREATM	SEP 2017	11/16/2017	11/27/2017	840.00
TIM BROOKS	03 2	2018 151-571-428	TRAVEL	2017 SEX OFFENDER R	DEC 2017	11/16/2017	11/27/2017	229.50
WEX BANK	03 2	2018 151-571-370	GAS, OIL & REPAI	3698016684 NOV 2017	52060712	11/22/2017	11/27/2017	266.48

4.412.70

11/26/2017 14:39:02 JUVENILE PROBATION

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME PP ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT PHILIP R TAFT PSY 03 2018 161-576-613 CBP-MENTAL HEALT 3740. 3800 10158 11/17/2017 11/27/2017 538.54 500.00

1.038.54

11/26/2017 14:39:02 FLOOD CONTROL A/P CLAIMS LIST 14/41 VCH101 PAGE 9

ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP ACCOUNT #	ACCOUNT NAME	ITEM/REASON I	INVOICE # VP DATE	DATE TBP PO NO	AMOUNT
ERS. INC MELTON EXCAVATION NAVARRO COUNTY SOIL ROCK SOLID INC	02 2018 171-620-4 02 2018 171-620-4	15 REPAIRS & MAINT 10 PROFESSIONAL SE		(FINAL) 11/15/2017 DV 2017 11/15/2017	11/27/2017 304170 11/27/2017 304367 11/27/2017 11/27/2017 304318	923.25 551.22 3,000.00 604.25

5,078.72

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP A	CCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	ROTELLA MOTOR OIL	3384/37	11/15/2017	11/27/2017	305035	83.94
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	JD TRACTOR - YELLOW	3377/37	11/15/2017	11/27/2017	305035	3.99
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	CHOP SAW WHEEL	3377/37	11/15/2017	11/27/2017	305035	9.98
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	COUPLERS	3397/37	11/16/2017	11/27/2017	305388	11.98
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	FLAG TAPE	3397/37	11/16/2017	11/27/2017	305388	17.94
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	10 GAL MOTOR OIL	3397/37	11/16/2017	11/27/2017	305388	139.90
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	CARB CLEANER, TRUFU	3408/37	11/16/2017	11/27/2017	305035	23.02
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	12 X 20 X 1 DUST FI	3412/37	11/16/2017	11/27/2017	305035	20.97
ATWOODS DISTRIBUTING	02 201	8 211-611-330	JANITORIAL SUPPL	FOUR PINES DEODORAN	3409/37	11/16/2017	11/27/2017	305035	3.99
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	36" SLEDGE HAMMER	3409/37	11/16/2017	11/27/2017	305035	24.99
ATWOODS DISTRIBUTING	02 201	8 211-611-321	MAINTENANCE SUPP	TIE DOWNS	3411/37	11/16/2017	11/27/2017	305035	43.98
ATWOODS DISTRIBUTING	02 201	8 211-611-335	YARD MAINTENANCE	GRASS TRIMMER LINE	3418/37	11/16/2017	11/27/2017	305035	12.99
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	MOTOR GRADER - FUEL	616723	11/16/2017	11/27/2017	305459	27.50
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	MOTOR GRADER - AIR	616723	11/16/2017	11/27/2017	305459	81.80
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	IMPACT ADAPTER	616606	11/16/2017	11/27/2017	305404	23.95
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	IMPACT SOCKET	616606	11/16/2017	11/27/2017	305404	30.40
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	WHEEL SOCKET	616606	11/16/2017	11/27/2017	305404	32.90
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	ANTI-SEIZE LUBRICAN	616606	11/16/2017	11/27/2017	305404	18.50
B & G AUTO PARTS	02 201	8 211-611-321	MAINTENANCE SUPP	JD BRUSH CUTTER - F	616588	11/16/2017	11/27/2017	305037	88.30
BIG H TIRE SERVICE	02 201	8 211-611-325	TIRES	MOTOR GRADER - 1400	166715	11/16/2017	11/27/2017	305405	820.00
BIG H TIRE SERVICE	02 201	8 211-611-445	REPAIRS & MAINTE	MOTOR GRADER - MOUN	166715	11/16/2017	11/27/2017	305405	100.00
BIG H TIRE SERVICE	02 201	8 211-611-445	REPAIRS & MAINTE	MOTOR GRADER - O'RI	166715	11/16/2017	11/27/2017	305405	20.00
BIG H TIRE SERVICE	02 201	8 211-611-445	REPAIRS & MAINTE	UNIT 009 - MOUNTED	166827	11/16/2017	11/27/2017	305039	60.00
BIG H TIRE SERVICE	02 201	8 211-611-445	REPAIRS & MAINTE	UNIT 12 - MOUNTED 1	166812	11/16/2017	11/27/2017	305039	60.00
BIG H TIRE SERVICE	02 201	B 211-611-445	REPAIRS & MAINTE	UNIT 007 - MOUNTED	166771	11/16/2017	11/27/2017	305039	25.00
BIG H TIRE SERVICE	02 201	8 211-611-445	REPAIRS & MAINTE	UNIT 009 - MOUNTED	166709	11/16/2017	11/27/2017	305039	60.00
GEORGE P BANE INC	02 201	8 211-611-321	MAINTENANCE SUPP	PIN	01113335	11/15/2017	11/27/2017		48.70
GEORGE P BANE INC	02 201	8 211-611-321	MAINTENANCE SUPP	SHIPPING	01113335	11/15/2017	11/27/2017		28.15
GEORGE P BANE INC	02 201	8 211-611-321	MAINTENANCE SUPP	JD BRUSHCUTTER - TR	01113379	11/15/2017	11/27/2017	305441	153.50
GEORGE P BANE INC	02 201	8 211-611-321	MAINTENANCE SUPP	SHIPPING	01113379	11/15/2017	11/27/2017	305441	23.30
GILFILLAN HARDWARE	02 201	8 211-611-322	SIGN SUPPLIES	FLAT WASHERS, HEX N	98758/1	11/16/2017	11/27/2017	305043	24.83
GILFILLAN HARDWARE	02 201	8 211-611-321	MAINTENANCE SUPP	UNIT 13 - HEX NUT	97970/1	11/16/2017	11/27/2017	305043	2.00
GILFILLAN HARDWARE	02 201	8 211-611-321	MAINTENANCE SUPP	SCREWS, BOLTS	98489/1	11/16/2017	11/27/2017	305043	5.08
HUFFMAN COMMUNICATIO	02 201	8 211-611-321	MAINTENANCE SUPP	UNIT 35 - KENWOOD M	47025	11/16/2017	11/27/2017	305442	52.50
HUFFMAN COMMUNICATIO	02 201	8 211-611-321	MAINTENANCE SUPP	UNIT 35 - GM300 MIC	47025	11/16/2017	11/27/2017	305442	38.50
HUFFMAN COMMUNICATIO	02 201	3 211-611-321	MAINTENANCE SUPP	UNIT 35 - 1/4 WAVE	47025	11/16/2017	11/27/2017	305442	42.42
MCCOY'S BUILDING SUP	02 201	3 211-611-375	CULVERTS	NE 0240 - 36" X 30'	5918365	11/16/2017	11/27/2017	305406	921.49
MCKEE LUMBER COMPANY	02 201	8 211-611-375	CULVERTS	NE2035 - 24" X 30'	1711-542854	11/16/2017	11/27/2017	305437	1,080.00
MIDSTATE ENVIRONMENT	02 201	3 211-611-495	MISCELLANEOUS	PICKED UP USED OIL	188293	11/16/2017	11/27/2017		50.00
TIM'S TIRES & WHEELS	02 201	3 211-611-445	REPAIRS & MAINTE	UNIT 13 - FLAT	064895	11/16/2017	11/27/2017	305056	5.00
TOMMY MONTGOMERY SAN	02 201	3 211-611-453	HAUL ING	NE2035, NW0190, NW1	002456	11/21/2017	11/27/2017	305141	11,343.90
TRUCK PARTS & SERVIC	02 201	3 211-611-321	MAINTENANCE SUPP	UNIT 007 - MALE ELB	30646	11/16/2017	11/27/2017	305057	8.09

15,673.48

A/P CLAIMS LIST

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP ACCOUNT	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATMOS ENERGY	02 2018 212-61	12-430 UTILITIES	3040895002 10/10/17	5002 - NOV 2 1	11/26/2017	11/27/2017		137.73
ATWOODS DISTRIBUTING		· 다 - 사람이 - 프린 프라이 아이트의	15 GAL DEF		CONTRACTOR OF STREET	11/27/2017		41.94
		12-321 MAINTENANCE SUPP		170 M27 20 A 5 A 5 A 5 A		11/27/2017		7.70
	Dates - December 1997	2-321 MAINTENANCE SUPP		AND THE PROPERTY OF THE PROPER		11/27/2017		5.50
0 0 0 1010 11110		12-435 TELEPHONE	314320898 11/04/17				000000	129.53
		2-445 REPAIRS & MAINTE				11/27/2017	305460	386.64
		2-445 REPAIRS & MAINTE		100 177 (00 177		11/27/2017		250.00
		2-445 REPAIRS & MAINTE	B. J. 15일보다 공통하는 현 - "구를 유도			11/27/2017		101.38
		2-445 REPAIRS & MAINTE				11/27/2017	000400	40.00
		2-376 ROAD MATERIAL				11/27/2017	305101	3.739.95
19000090 100000000000000000000000000000		2-376 ROAD MATERIAL				11/27/2017		3.939.45
		2-321 MAINTENANCE SUPP				11/27/2017		23.04
		2-445 REPAIRS & MAINTE				11/27/2017	303031	7.50
		2-445 REPAIRS & MAINTE	3			11/27/2017		7.50
		2-445 REPAIRS & MAINTE				11/27/2017		22.00
								16.90
		2-321 MAINTENANCE SUPP				11/27/2017		
		2-445 REPAIRS & MAINTE				11/27/2017		30.00
	DESCRIPTION OF THE PROPERTY OF THE PARTY OF	2-445 REPAIRS & MAINTE	te distributed distributed	termination and the second		11/27/2017		12.00
		2-321 MAINTENANCE SUPP				11/27/2017		24.88
		2-321 MAINTENANCE SUPP				11/27/2017		227.76
		2-321 MAINTENANCE SUPP		Street St		11/27/2017	305095	15.17
		.2-321 MAINTENANCE SUPF				11/27/2017		21.38
		.2-445 REPAIRS & MAINTE				11/27/2017		7.00
	CONTRACTOR CONTRACTOR	2-445 REPAIRS & MAINTE		TELEFORM NO.	THE RESIDENCE OF THE PROPERTY OF THE	11/27/2017		45.00
		2-445 REPAIRS & MAINTE				11/27/2017		27.00
TRUCK PARTS & SERVIC	02 2018 212-61	2-445 REPAIRS & MAINTE	LABOR	30734 1	1/15/2017	11/27/2017	305097	10.00

9.276.95

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP A	CCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATWOODS DISTRIBUTING	02 201	8 213-613-321	MAINTENANCE SUPP	UNIT 316 - HYDRAULI	3410/37	11/15/2017	11/27/2017	305114	77.95
ATWOODS DISTRIBUTING	02 201	8 213-613-321	MAINTENANCE SUPP	UNIT 316 - HYDRAULI	3413/37	11/15/2017	11/27/2017	305114	84.95
ATWOODS DISTRIBUTING	02 201	8 213-613-495	MISCELLANEOUS	WATER	3410/37	11/15/2017	11/27/2017	305114	5.97
B & G AUTO PARTS	02 201	8 213-613-321	MAINTENANCE SUPP	UNIT 306 - FITTINGS	616738	11/15/2017	11/27/2017	305115	16.10
B & J TRASH SERVICE	02 201	8 213-613-430	UTILITIES	RICHLAND BARN	NOV 2017	11/20/2017	11/27/2017		25.00
CORSICANA NAPA AUTO	02 201	8 213-613-321	MAINTENANCE SUPP	UNIT 306 - HOSE CLA	069524	11/15/2017	11/27/2017	305117	17.26
GEXA ENERGY - DALLAS	02 201	8 213-613-430	UTILITIES	700 S AUSTIN AVE 10	20575303 - N	11/15/2017	11/27/2017		49.84
GILFILLAN HARDWARE	02 201	8 213-613-321	MAINTENANCE SUPP	UNIT 316 - BALL VAL	98678/1	11/15/2017	11/27/2017	305119	20.99
JERRY'S TIRE HOUSE	02 201	8 213-613-445	REPAIRS & MAINTE	MOTOR GRADER - REPL	111264	11/17/2017	11/27/2017	305456	20.00
JERRY'S TIRE HOUSE	02 201	8 213-613-325	TIRES	MOTOR GRADER - 1400	111264	11/17/2017	11/27/2017	305456	1,558.00
KNIFE RIVER CORPORTA	02 201	8 213-613-376	ROAD MATERIAL	SW0020	613516	11/16/2017	11/27/2017	305131	596.73
KNIFE RIVER CORPORTA	02 201	8 213-613-376	ROAD MATERIAL	SW0020	613849	11/17/2017	11/27/2017	305131	1.620.38
REPUBLIC SERVICES #0	02 201	8 213-613-430	UTILITIES	3-0069-0027743 - OC	0069-0008936	11/20/2017	11/27/2017		84.07
T BAR D TRUCKING	02 201	8 213-613-453	HAULING	SW0020	5624	11/16/2017	11/27/2017	305174	870.54
T BAR D TRUCKING	02 201	8 213-613-453	HAULING	SW0020	5625	11/21/2017	11/27/2017	305174	5.002.48
TEXAS BIT	02 201	8 213-613-376	ROAD MATERIAL	SE2140	200627795	11/20/2017	11/27/2017	305134	244.72
TRUCK PARTS & SERVIC	02 201	8 213-613-445	REPAIRS & MAINTE	UNIT 316 - REPLACED	30735	11/15/2017	11/27/2017	305129	89.54
TRUCK PARTS & SERVIC	02 201	8 213-613-445	REPAIRS & MAINTE	UNIT 316 - LABOR	30735	11/15/2017	11/27/2017	305129	10.00
WINDSTREAM	02 201	8 213-613-435	TELEPHONE	125020441 11/25/17	0441 - NOV 2	11/26/2017	11/27/2017		111.44
WINDSTREAM	02 201	8 213-613-435	TELEPHONE	125220875 11/22/17	0875 - NOV 2	11/26/2017	11/27/2017		132.71
WINTERS OIL COMPANY	02 201	8 213-613-370	GAS & OIL	DRUM OF OIL	556956	11/15/2017	11/27/2017	305444	506.04

11.144.71

145' VCH101 PAGE 13 11/26/2017 14:39:02 ROAD & BRIDGE #4 A/P CLAIMS LIST

ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
ALIGNMENT KING	02 2018 214-614-44	5 REPAIRS & MAINTE	UNIT 454 - FRONT EN	1191	11/15/2017	11/27/2017 30545	69.95
ALIGNMENT KING			UNIT 454 - INSTALLE		11/15/2017	11/27/2017 30545	172.59
ALIGNMENT KING	02 2018 214-614-44	5 REPAIRS & MAINTE	UNIT 454 - INSTALLE	1191	11/15/2017	11/27/2017 305453	172.59
ALIGNMENT KING	02 2018 214-614-44	5 REPAIRS & MAINTE	UNIT 454 - INSTALLE	1191	11/15/2017	11/27/2017 305453	172.60
ALIGNMENT KING	02 2018 214-614-44	5 REPAIRS & MAINTE	UNIT 454 - LABOR	1191	11/15/2017	11/27/2017 305453	518.50
AT&T WIRELESS	02 2018 214-614-43	5 TELEPHONE	0304968975001	5001 - NOV 2	11/16/2017	11/27/2017	37.36
ATMOS ENERGY	02 2018 214-614-43	UTILITIES	3036350009 08/12/17	0009 - SEP 2	11/20/2017	11/27/2017	46.49
ATMOS ENERGY	02 2018 214-614-43	UTILITIES	3036350009 10/14/17	0009 - NOV 2	11/20/2017	11/27/2017	72.96
ATWOODS DISTRIBUTING	02 2018 214-614-426	5 UNIFORMS	COWHIDE GLOVES	3396/37	11/15/2017	11/27/2017 305144	29.97
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	REFERENCE TO INV 06	069419	11/15/2017	11/27/2017 305147	109.00-
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	PSF 320Z	069419	11/15/2017	11/27/2017 305147	11.98
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	UNIT 454 - POWER ST	069405	11/15/2017	11/27/2017 305420	57.76
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	UNIT 456 - GREASE	069405	11/15/2017	11/27/2017 305420	4.22
CORSICANA NAPA AUTO	02 2018 214-614-32	L MAINTENANCE SUPP	UNIT 456 - BATTERIE	069405	11/15/2017	11/27/2017 305420	223.58
CORSICANA NAPA AUTO	02 2018 214-614-32	L MAINTENANCE SUPP	UNIT 454 - WHEEL BA	069405	11/15/2017	11/27/2017 305420	52.78
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	CORE DEPOSIT	069405	11/15/2017	11/27/2017 305420	109.00
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	UNIT 454 - SHOCKS	069507	11/15/2017	11/27/2017 305458	103.76
CORSICANA NAPA AUTO	02 2018 214-614-32	MAINTENANCE SUPP	GOJO SCRUB WIPES	069507	11/15/2017	11/27/2017 305458	14.93
GILFILLAN HARDWARE	02 2018 214-614-32	MAINTENANCE SUPP	24" ADJUSTABLE WREN	98481/1	11/15/2017	11/27/2017 305148	59.99
GILFILLAN HARDWARE	02 2018 214-614-32	MAINTENANCE SUPP	18" ADJUSTABLE WREN	98480/1	11/15/2017	11/27/2017 305148	44.99
HADEN'S AUTO REPAIR	02 2018 214-614-445	REPAIRS & MAINTE	UNIT 456 - REPLACED	5022	11/22/2017	11/27/2017	175.00
HADEN'S AUTO REPAIR	02 2018 214-614-44	REPAIRS & MAINTE	UNIT 456 - REPLACED	5022	11/22/2017	11/27/2017	354.15
HADEN'S AUTO REPAIR	02 2018 214-614-44	REPAIRS & MAINTE	UNIT 456 - REPLACED	5022	11/22/2017	11/27/2017	105.07
HADEN'S AUTO REPAIR	02 2018 214-614-445	REPAIRS & MAINTE	UNIT 456 - REPAIRED	5022	11/22/2017	11/27/2017	77.26
HADEN'S AUTO REPAIR	02 2018 214-614-44	REPAIRS & MAINTE	UNIT 456 - SHIPPING	5022	11/22/2017	11/27/2017	50.00
HADEN'S AUTO REPAIR	02 2018 214-614-445	REPAIRS & MAINTE	UNIT 456 - LABOR	5022	11/22/2017	11/27/2017	1.020.00
HADEN'S AUTO REPAIR	02 2018 214-614-445	REPAIRS & MAINTE	UNIT 452 - REBUILT	5045	11/22/2017	11/27/2017 305481	733.35
HADEN'S AUTO REPAIR	02 2018 214-614-445	REPAIRS & MAINTE	UNIT 452 - LABOR	5045	11/22/2017	11/27/2017 305481	765.00
HADEN'S AUTO REPAIR	02 2018 214-614-44	REPAIRS & MAINTE	UNIT 452 - SHIPPING	5045	11/22/2017	11/27/2017 305481	60.00
NAVARRO CO TAX ASSES						11/27/2017	22.00
NAVARRO CO TAX ASSES					11/15/2017		22.00
O'REILLY AUTOMOTIVE				0763-216675	11/15/2017	11/27/2017 305151	4.99
PURVIS INDUSTRIES LT	02 2018 214-614-32	L MAINTENANCE SUPP			11/16/2017	11/27/2017 305418	272.16
	02 2018 214-614-376		BGSP	120999		11/27/2017 305159	
RATTLER ROCK INC	02 2018 214-614-376	ROAD MATERIAL	BGSP	120988	11/15/2017	11/27/2017 305159	1.113.49
SMALL ENGINE SALES &				186655		11/27/2017 305153	
SMALL ENGINE SALES &				186655		11/27/2017 305153	
	02 2018 214-614-453		BGSP	5623		11/27/2017 305175	
	02 2018 214-614-376		OAK VALLEY	200625582		11/27/2017 305161	
WILLIAMS GIN & GRAIN						11/27/2017 305156	
WINDSTREAM	02 2018 214-614-435	TELEPHONE	125287122 11/19/17	7122 - NOV 2	11/26/2017	11/27/2017	56.01

10,476.66

VENDOR NAME	PP ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
DOCUMENT SOLUTIONS DOCUMENT SOLUTIONS DOCUMENT SOLUTIONS	02 2018 232-456-31 02 2018 232-459-31	O OFFICE SUPPLIES O OFFICE SUPPLIES	10/01/17 - 10/31/17 10/01/17 - 10/31/17 10/01/17 - 10/31/17	AR14748 AR14748	11/16/2017 11/16/2017	11/27/2017 11/27/2017 11/27/2017	16.78 29.48 224.53
DOCUMENT SOLUTIONS	02 2018 232-457-31	O OFFICE SUPPLIES	10/01/17 - 10/31/17	AR14748	11/16/2017	11/27/2017	12.04

11/26/2017 14:39:02 VITAL STATISTICS A/P CLAIMS LIST

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP	ACCOUNT #	ACCOUNT NAME	ITEM/REASO	N INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
KIM DEPEW	02 2	2018 238-403-428	TRAVEL/CONFERENC	ANNUAL VITA	L STATIS DEC 2017	11/16/2017	11/27/2017	127.50
RENAISSANCE AUSTIN H	02 2	2018 238-403-428	TRAVEL/CONFERENC	ANNUAL VITA	L STATIS DEPEW, KIM	11/16/2017	11/27/2017	335.80
RENAISSANCE AUSTIN H	02 2	2018 238-403-428	TRAVEL/CONFERENC	ANNUAL VITA	L STATIS DOWD, SHERRY	11/16/2017	11/27/2017	335.80
SHERRY DOWD	02 2	2018 238-403-428	TRAVEL/CONFERENC	ANNUAL VITA	L STATIS DEC 2017	11/16/2017	11/27/2017	127.50
SHERRY DOWD	02 2	2018 238-403-428	TRAVEL/CONFERENC	ANNUAL VITA	L STATIS DEC 2017	11/16/2017	11/27/2017	160.50

1.087.10

ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
AT&T- HIDTA ONLY	11 2	017 319-516-411	SERVICES	157407533 11/21/17	7533 - NOV 2	11/26/2017	11/27/2017		50.57
CEDAR HILL POLICE DE	11 2	017 319-526-120	OVERTIME	BYRD, JERAMIE 27.5	JUL - SEP 20	11/17/2017	11/27/2017		1,482.53
CITIBANK	11 2	017 319-515-428	TRAVEL	2639 10/01/17 - 10/	11/03/17	11/16/2017	11/27/2017		234.40
CITIBANK	11 2	017 319-520-428	TRAVEL	2639 10/01/17 - 10/	11/03/17	11/16/2017	11/27/2017		428.91
FEDEX - TXMAS	11 2	017 319-516-411	SERVICES	2934-0047-4	5-988-51527	11/16/2017	11/27/2017		87.72
FEDEX - TXMAS	11 2	017 319-516-411	SERVICES	2934-0047-4	5-995-39340	11/26/2017	11/27/2017		30.87
FORT WORTH POLICE DE	11 2	017 319-525-120	OVERTIME	BLAISDELL, JONES, S	SEP 2017	11/17/2017	11/27/2017		3.313.89
FORT WORTH POLICE DE	11 2	017 319-525-120	OVERTIME	BLAISDELL, FIELDS.	OCT 2017	11/17/2017	11/27/2017		10,430.17
FORT WORTH POLICE DE	11 2	017 319-525-120	OVERTIME	BLAISDELL 10 OT	SEP 2017	11/17/2017	11/27/2017		604.70
GEXA ENERGY - HOUSTO	11 2	017 319-516-418	FACILITIES	8404 ESTERS BLVD 10	24203884-4	11/16/2017	11/27/2017		2,855.53
LAURNA JO TUCK	11 2	017 319-516-418	FACILITIES	FACILITY MAINTENANC	645689	11/21/2017	11/27/2017		3.045.00
MITEL CLOUD SERVICES	11 2	017 319-516-411	SERVICES	064109628 11/15/17	28166454	11/26/2017	11/27/2017		1,256.48
OFFICE DEPOT INC-TXM	11 2	017 319-524-310	SUPPLIES	COPY PAPER, CLASSIF	974916537001	11/17/2017	11/27/2017	305359	384.97
OFFICE DEPOT INC-TXM	11 2	017 319-524-310	SUPPLIES	HP 772 INK - BLACK	974916537001	11/17/2017	11/27/2017	305359	158.99
OFFICE DEPOT INC-TXM	11 2	017 319-524-310	SUPPLIES	HP DESIGNJET INKJET	974916164001	11/17/2017	11/27/2017	305359	137.66
OFFICE DEPOT INC-TXM	11 2	017 319-523-310	SUPPLIES	CLASSIFICATION FOLD	973433603001	11/17/2017	11/27/2017	305322	119.96
OFFICE DEPOT INC-TXM	11 2	017 319-516-310	SUPPLIES	HP LASERJET PRO 400	974280376001	11/17/2017	11/27/2017	305323	136.49
OFFICE DEPOT INC-TXM	11 2	017 319-516-310	SUPPLIES	STARTECH 1 PORT WIR	972351141001	11/17/2017	11/27/2017	305323	73.91
PS BUSINESS PARKS	11 2	017 319-516-418	FACILITIES	T0015920 - BASE REN	DEC 2017	11/15/2017	11/27/2017		32,269.10
PS BUSINESS PARKS	11 2	017 319-516-418	FACILITIES	T0015920 - OPERATIN	DEC 2017	11/15/2017	11/27/2017		10,124.26
SHI-GOVERNMENT SOLUT	11 2	017 319-516-310	SUPPLIES	APPLE 10.5 " IPAD P	GB00258453	11/17/2017	11/27/2017	305337	608.10
SHI-GOVERNMENT SOLUT	11 2	017 319-516-310	SUPPLIES	APPLE MACBOOK PRO C	GB00258453	11/17/2017	11/27/2017	305337	2.247.80
TERMINIX	11 2	017 319-516-418	FACILITIES	548336	370273648	11/26/2017	11/27/2017		125.10
THOMAS PAUL HARRIS	11 2	017 319-537-412	PROFESSIONAL SER	11/01/17 - 11/15/17		11/20/2017	11/27/2017		3.167.81
ZAYO GROUP. LLC	11 2	017 319-516-411	SERVICES	006500 11/01/17 - 1	NOV 2017	11/17/2017	11/27/2017		770.36
24 HOUR INC	11 2	017 319-516-418	FACILITIES	M1506 - OCT 2017	W22093	11/17/2017	11/27/2017		835.00

74.980.28

11/26/2017 14:39:02 FUND 320 - HIDTA A/P CLAIMS LIST 1457 VCH101 PAGE 17

ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

CITY OF RICHARDSON P 11 2017 320-526-120 OVERTIME SHAW JR. ROBERT L 1 OCT 2017 11/17/2017 11/27/2017	
OMNI PROFESSIONAL SE 11 2017 320-516-412 CONTRACT SERVICE 11/01/17 - 11/15/17 2017-21 11/20/2017 11/27/2017 RUTH ASTON 11 2017 320-517-412 CONTRACT SERVICE 11/01/17 - 11/15/17 2017-21 11/20/2017 11/27/2017 SUMPTER SERVICES LLC 11 2017 320-515-412 CONTRACT SERVICE 11/01/17 - 11/15/17 2017-21 11/20/2017 11/27/2017 WEST GOVERNMENT SERV 11 2017 320-517-411 SERVICES 1003940122 10/01/17 837131157 11/17/2017 11/27/2017	1.132.73 3.976.17 2.854.06 8.190.86 1.447.15

17,600.97

11/26/201/ 14:39:02 CAPITAL PROJECTS A/P CLAIMS LIST 1450 VCH101 PAGE 18

ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

VENDOR NAME	PP	ACCOUNT #	ACCOUNT	NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
WEST 31 CONTRACTORS	02 2	018 701-410-445	REPAIRS	& MAINTE	COURTHOUSE - BUILO	1183	11/22/2017	11/27/2017 304943	11.700.00
WEST 31 CONTRACTORS	02 2	018 701-410-445	REPAIRS	& MAINTE	ESTIMATE 169 - ELEC	1185	11/22/2017	11/27/2017 304943	5.800.00
WEST 31 CONTRACTORS	02 2	018 701-410-445	REPAIRS	& MAINTE	ESTIMATE 170 - ADD	1184	11/22/2017	11/27/2017 304943	1.600.00

19,100.00

11/26/201/ 14:39:02 SHERIFF SEIZURE

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ALL RECORDS FROM 11/27/2017 TO 11/27/2017 DATE-TO-BE-PAID

PP ACCOUNT # vendor name

ACCOUNT NAME

ITEM/REASON

INVOICE # VP DATE DATE TBP PO NO

AMOUNT

AT&TSERVICES INC. 02 2018 960-560-451 MAINT CONTRACT - 287256004191 10/03/ 4191 - NOV 2 11/16/2017 11/27/2017

468.99

468.99

TOTAL PAYABLES

425,604.12

AFFIDAVIT SUBMITTED BY Jane McCollum NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Jason Grant, Commissioner Pct. 1, Honorable Richard Martin, Commissioner Pct. 2, Honorable Eddie Moore, Commissioner Pct. 3, and Honorable James Olsen, Commissioner Pct. 4.

I, Jane McCollum, the Navarro County Chief Deputy Treasurer, on this 27th day of November, 2017 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2017 for the court to review and approve. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 27th day of Novenmber, 2017.

H. M. Davenport

Menery wound

Richard Martin - Commissioner Pct 2

James Olsen - Commissioner Pct 4

Jason Grant Commissioner Pct 1

Eddie Moore - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 25th day of September, 2017 by H. M. Davenport, Jr., Jason Grant, Richard Martin, Eddie Moore, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

Sherry Dowlf - Navarro County Clerk



NAVARRO COUNTY, TEXAS REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF OCTOBER, 2017

FUND	BEGINNING BALANCE	RECEIPTS	BANK INTEREST	DISBURSEMENTS	ENDING BALANCE	TEX.BOOL BEGINNING BAL	TEX POOL	TEX POOL	TERRODU ENDING BAL	TOTAL
GENERAL	5,010,271.56	989,886.04	2,579.99	2,378,580.30	3,624,157.29	837,813.99		904.57	838,218.56	4,462,375.85
COMMUNITY SUPERVISION	209,310.68	50,618.17	109.12	91,131.07	168,906.90	92,672.11		100.15	92,772.26	261,679.16
JUVENILE PROBATION	10,068 00	94,028.30	29.48	72,099.02	32,026.76	36,39411	147	39.29	36,483.40	58,460.16
FLOOD CONTROL	956,258 36	646.06	525.44	9,538.85	947,891.01	2,149.99		2.37	2,152.36	950,043.37
ROAD & BRIDGE - PCT 1	351,535.31	139,326.65	201.56	116,585.81	374,477.71	31,018.86		33,51	31,052,37	405,530.08
ROAD & BRIDGE - PCT 2	188,202.38	43,670.09	95.00	79,412.12	152,555.35	76,921 56		83.12	77,004,78	229,560.13
ROAD & BRIDGE - PCT 3	211,580.33	43,357.63	115.52	57,805.33	197,248.15	65,802.84		71.10	65,873.99	263,122.14
ROAD & BRIDGE - PCT 4	1,045,021.58	43,458.41	564.60	97,284.01	992,760.58	76,185.74	*	82.30	76,288.09	1,069,028.62
H.I.D.T.A.	142,899.02	298,372.20	74.71	298,372.20	142,973.73			• 1		142,973.73
H.I.D.T.A. SEIZURE	64,169.12	**	35.42		64,204.54	1,690.99	-	1.86	1,692,85	65,897.39
DEBT SERVICE	252,542.97	1,321,68	139.86	•	254,004.51	2,172.58		2.46	2,175,04	256,179.55
CAPITAL PROJECTS	3,472.42		1.92	-	3,474.34	10,295.86	-	11,15	10,307.01	13,781 35
SHERIFF STATE SEIZURE	87,414.25	557.68		970.94	87,000.99	54.05			54:05	87,055.04
DISTRICT ATTY FORF	60,051.13	1,308.00	34.37	935.59	60,457.91	111,937.49		120.96	112,058.45	172,516.36
HEALTH INSURANCE	337,067.80	291,019.68	197.31	3,719.69	624,565.10	14,919.92	140	12.94	11,932.86	636,497.96
ECONOMIC DEVELOPMENT	÷	•	•	10		2,141.71		2.20	2,143.91	2,143.91
TRUST	1,649,437.70	24,095.59	946.66	39,153.87	1,635,326.08	261,284.09		282.28	261,566.37	1,896,892.45
LAKE TRUST	236.88	*	0.13	<u> </u>	237.01	94,884:30		102.48	94,996.78	95,223.79
REVOLVING & CLEARING	687,023.51	143,148.47	414.52	45,432.38	785,154.12	760.85		0.93	761.78	785,915.90
PAYROLL FUND	13,163.27	780,005.82	23.42	780,005.82	13,186.69		· · · · · · · · · · · · · · · · · · ·	•		13,186.69
DISBURSEMENT FUND	60,367.99	2,922,872.05	288.84	2,922,872.05	60,656.83					60,656.83
2014 GO BONDS	110,844.73	34,563.85	59.65	44,165.00	101,303.23					101,303.23
SPECIAL REVENUE	*	15,942.09	•	15,942.09	19			. 1		0.00
SHERIFF FED SEIZURE	166,722.77	92.04	3.		166,814.81					166,814.81
TOTAL	11,618,661.76	5,918,290.50	6,437.52	7,054,006.14	10,489,383.84	1,715,601.19		1,853.67	1,717,454.86	12,206,838.50

Ayan Douglas / Treasurer

Jane McCollum / Chief Deputy Treasurer

Date

Date

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NAVARRO COUNTY, TEXAS REPORT OF INVESTMENTS WITH TEXPOOL FOR THE MONTH OF OCTOBER, 2017

FUND	BEGINNING BALANCE	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE	OPERATING TRANSFERS IN/(OUT)	ENDING BALANCE
OPERATING FUNDS							
DEBT SERVICE	2,172.58	2.46			2,175.04	-	2,175.04
GENERAL	837,313.99	904.57			838,218.56	120	838,218.56
CAPITAL PROJECTS	10,295.86	11.15			10,307.01	-	10,307.01
FLOOD CONTROL	2,149.99	2.37		_	2,152.36	-	2,152.36
REVOLVING & CLEARING	760.85	0.93		•	761.78		761.78
ROAD & BRIDGE - PCT 1	31,018.86	33.51	•		31,052.37		31,052.37
ROAD & BRIDGE - PCT 2	76,921.66	83.12	•	-	77,004.78		77,004.78
ROAD & BRIDGE - PCT 3	65,802.89	71.10			65,873.99		65,873.99
ROAD & BRIDGE - PCT 4	76,185.74	82.30	-	-	76,268.04		76,268.04
TOTAL	1,102,622.42	1,191.51		-	1,103,813.93	-	1,103,813.93
DISTRICT ATTY FORF	111,937.49	120.96	-	-	112,058.45		112,058.45
SHERIFF SEIZURE	54.05		<u> </u>		54.05		54.05
TOTAL	111,991.54	120.96	•	-	112,112.50	-	112,112.50
			STATE FUND	S			
JUVENILE PROBATION	36,394.11	39.29			36,433.40		36,433.40
COMMUNITY SUPERVISION	92,672.11	100.15			92,772.26		92,772.26
TOTAL	129,066.22	139.44	•0	-	129,205.66	-	129,205.66
			AGENCY FUN	DS			
COUNTY TRUST FUND	261,284.09	282.28			261,566.37	•	261,566.37
HEALTH INSURANCE	11,919.92	12.94	. =.,	-	11,932.86	*	11,932.86
ECONOMIC DEVELOPMENT	2,141.71	2.20	-		2,143.91	-	2,143.91
HIDTA SEIZURE	1,690.99	1.86			1,692.85		1,692.85
LAKE TRUST	94,884.30	102.48		•	94,986.78	•	94,986.78
TOTAL	371,921.01	401.76		•	372,322.77		372,322.77
GRAND TOTAL	1,715,601.19	1,853.67	-	-	1,717,454.86	•	1,717,454.86

	CURRENT	YTD
INTEREST EARNINGS	1,853.67	1,853.67

JANE MCCOLLUM/CHIEF DEPUTY TREASURER

11/9/2017

Date

Appendix D DIR Contract No. DIR-TSO-3415 **Verizon Wireless Customer Agreement**

This agreement is dated 08/28/17 between Celico Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Navarro County ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at http://www.dir.texas.gov or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: 75-6001092

Existing Vendor Customer Account Number(s):

742078371-00001. 742078371-00002.

742078371-00003

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.); dparker@navarrocounty.org

Verizon Wireless Sales Representative Name:

and Wireless Phone Number:

and GID:

Verizon Wireless Profile ID(s): See All Accounts

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 28th day of August ,2017

Customer Name: Navarro County Authorized Signature: **Printed Name:** H. M. Davenhort, Jr. Title: County Judge Date: August 28, 2017



1462 RECEIVED

NOV 15 2017

NAVARRO COUNTY AUDITOR'S OFFICE

October 27, 2017

Judge H. M. Davenport Navarro County 300 W 3rd Avenue, Suite 10 Corsicana, TX 75110-3015

Dear Judge Davenport:

Grant number G17NT0001A has been increased and now totals \$2,832,020.00.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395-6794.

Sincerely,

Michael K. YothlieB

Michael K. Gottlieb
Associate Director

Enclosures

HYP	cutive Office of the President	AWARD	Page 1 of 1
2 - 1 - 1 - 1	ice of National Drug Control Policy	Grant	1 250 1 01 1
1.	Recipient Name and Address	4. Award Number: G17	NT0001A
	Judge H. M. Davenport		
	Navarro County	5. Grant Period: From 0	1/01/2017 to 12/31/2018
	300 W 3rd Avenue Suite 10	Ì	
	Corsicana, TX 75110-3015		
2.	Total Amount of the Federal Funds Obligated: \$2,832,020	6. Federal Award Date: 10/27/2017	7. Action
2A.	Budget Approved by the Federal Awarding Agency \$2,832,020	8. Supplement Number	3 Initial
			X Supplemental
3.	CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	9. Previous Award Amoun	nt: \$2,552,020.00
3A.	Project Description	10. Amount of Federal Fu Action: \$280,000.00	ands Obligated by this
	High Intensity Drug Trafficking Areas (HIDTA) Program	11. Total Amount of Fede \$2,832,020.00	ral Award:
12.		\$2,832,020.00	
12.	Program The above grant is approved subject to such cor	\$2,832,020.00 aditions or limitation as are	
	Program The above grant is approved subject to such cor Grant.	\$2,832,020.00 aditions or limitation as are	
	Program The above grant is approved subject to such cor Grant. Statutory Authority for Grant: Public Law:115-	\$2,832,020.00 aditions or limitation as are RECIPIE	set forth in the original
13.	The above grant is approved subject to such corgrant. Statutory Authority for Grant: Public Law:115- AGENCY APPROVAL Typed Name and Title of Approving Official Michael K. Gottlieb	\$2,832,020.00 Iditions or limitation as are selected as a	NT ACCEPTANCE tle of Authorized Official
13.	Program The above grant is approved subject to such corgrant. Statutory Authority for Grant: Public Law:115- AGENCY APPROVAL Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director	\$2,832,020.00 Iditions or limitation as are RECIPIED 15. Typed Name and Ti H. M. Davenport	NT ACCEPTANCE tle of Authorized Official
13.	The above grant is approved subject to such corgrant. Statutory Authority for Grant: Public Law:115- AGENCY APPROVAL Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy	\$2,832,020.00 Iditions or limitation as are selected as a	NT ACCEPTANCE tle of Authorized Official
13.	The above grant is approved subject to such cordinant. Statutory Authority for Grant: Public Law:115- AGENCY APPROVAL Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy Signature of Approving ONDCP Official Michael K. Holdieb AGENCY USE ON	\$2,832,020.00 Iditions or limitation as are serviced as a serviced service	NT ACCEPTANCE tle of Authorized Official
13.	The above grant is approved subject to such corgrant. Statutory Authority for Grant: Public Law:115- AGENCY APPROVAL Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy Signature of Approving ONDCP Official Michael K. Hollieb	\$2,832,020.00 Iditions or limitation as are services and the services are services as a service and Time services are services as a service are services are services as a service are services as a	NT ACCEPTANCE tle of Authorized Official
13.	The above grant is approved subject to such cordinant. Statutory Authority for Grant: Public Law:115- AGENCY APPROVAL Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy Signature of Approving ONDCP Official Michael K. Holdieb AGENCY USE ON	\$2,832,020.00 Iditions or limitation as are serviced as a serviced service	NT ACCEPTANCE tle of Authorized Official

Initiative Cash by HIDTA

FY 2017 Awarded Budget (as approved by ONDCP)

HIDTA Agency Name
Texoma Navarro County

Initiative	Cash	Туре	Grant
ATF Crime Gun Intelligence Center	10,500.00	Intelligence	G17NT0001A
Commercial Smuggling Initiative	85,000.00	Investigation	G17NT0001A
East Texas Violent Crimes Initiative	39,000.00	Investigation	G17NT0001A
Eastern Drug Initiative	129,500.00	Investigation	G17NT0001A
Eastern Oklahoma Violent Crimes Task Force	5,000.00	Investigation	G17NT0001A
Joint East Texas Fugitive Task Force	5,000.00	Investigation	G17NT0001A
Management and Coordination	459,420.00	Administration	G17NT0001A
McAlester Drug Initiative	65,000.00	Investigation	G17NT0001A
North Texas Fugitive Task Force	5,000.00	Investigation	G17NT0001A
North Texas SAR	1,000.00	Investigation	G17NT0001A
Northern Drug Initiative	46,500.00	Investigation	G17NT0001A
Operations Support Center	550,797.00	Operations Support	G17NT0001A
Regional Intelligence Support Center	735,823.00	Intelligence	G17NT0001A
SI - ATF Crime Gun Intelligence Center	44,000.00	Intelligence	G17NT0001A
SI - ATF Tulsa Violent Crime Initiative	56,000.00	Investigation	G17NT0001A

Initiative Cash by HIDTA

HIDTA	Agency Name	Initiative	Cash	Туре	Grant
Texoma	Navarro County	SI - Operations Support Center	180,000.00	Support	G17NT0001A
		Southern Drug Initiative	75,500.00	Investigation	G17NT0001A
		Southern Money Laundering Initiative	7,200.00	Investigation	G17NT0001A
	×	Texas Panhandie Drug Initiative	123,000.00	Investigation	G17NT0001A
		Training	46,680.00	Operations Support	G17NT0001A
		Violent Crime Initiative	44,000.00	Investigation	G17NT0001A
		Western Drug Initiative	118,100.00	Investigation	G17NT0001A
	Agency Total: Navarro County		2,832,020.00		

Total 2,832,020.00

Budget Detail

2017 - Texoma

Initiative -

Intelligence

Award Recipient - Navarro County (G17NT0001A)

Resource Recipient - Navarro County

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		\$280,000.00
Personnel	Quantity	Amount
Analyst - Intelligence	1	\$30,000.00
Total Personnel		\$30,000.00
Fringe	Quantity	Amount
Analyst - Intelligence	1	\$14,000.00
Total Fringe		\$14,000.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$12,000.00
Total Overtime		\$12,000.00
Facilities	Quantity	Amount
Lease	1	\$180,000.00
Total Facilities		\$180,000.00
Services	Quantity	Amount
Contractor - Analyst - Intelligence	1	\$44,000.00
Total Services		\$44,000.00
Total Budget	, , , , , , , , , , , , , , , , , , , ,	\$280,000.00

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1467 9

2018 Navarro County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Navarro County Commissioners Court has agreed that in the event of loss or misuse of the funds, Navarro County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Hershall M. Davenport County Judge

Attest:

County Gerk





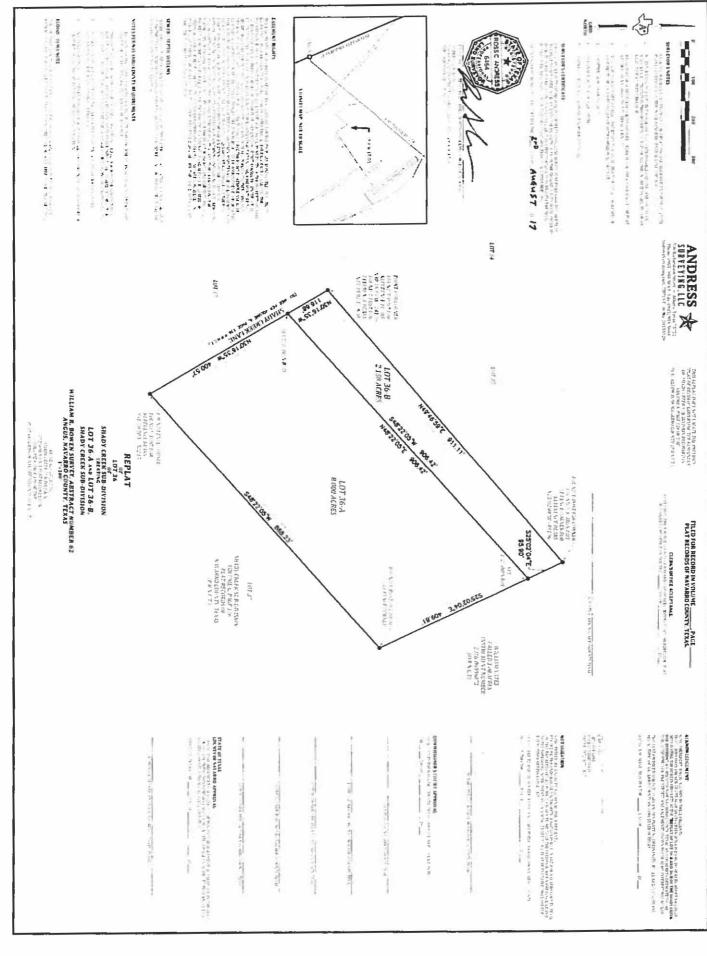
Stanley Young - Director

syoung@navarrocounty.org

601 N. 13th Street Suite 1 Corsicana, Texas 75110 Ph. 903-875-3312 Fax 903-875-3314

APPLICATION FOR REPLAT

Fee: \$150
General Location of Property: Parcial # 48455
Name of Subdivision: Shady Creek Subdivision
Number of existing lots owned: Proposed number of new lots:
Name of Owner: John Hays Mailing Address: 307 Lark Lane Fuless Tx. 76039 Phone Number: 972-877-1017 E-mail: Jfhays 30 yahoo.com Owner Signature: Jhays 30 yahoo.com Surveyor preparing plat: Andress Surveying 11C Mailing Address: 506 Richardson St, Anthrew Athens Tx 7575 Phone Number: 903-904-5044 E-mail: Andress Surveying. Colm 5043
This box only pertains to requests in which the owner will not be available to make meetings.
In lieu of representing this request myself as owner of the property, I hereby authorize the person designated below to act in the capacity as my agent for the application, processing, representation and/or presentation of this request.
Signature of Owner:
Signature of Authorized Representative:





11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Agreement

			Cus	tomer P.O	#:	
			1st	Election Da	ate. To be Agreed	Upon by the Parties
			Estimated (Delivery Da	ale: To be Agreed	Upon by the Parties
Customer Contact, Title Danda Parker			PI	none Numi	ber (903) 875-3330)
	Customer Name	Navarro County, Texas		Fax Numb	ber (903) 875-333	<u> </u>
Type	of Sale. 🖸 NEW					
	of Equip. NEW	REFURBISHED				
,,,,~		- ner oncorred				
BIIT	o:		Ship To			
Nava	rro County, Texas		Navarro County, Texas			
Dano	la Parker		Danda Parker			
P.O	Box 1018		601 N. 13th Street			
Corsi	cana, TX 75151	,	Corsicana, TX 75110			
	<u>item</u>	Description	<u>m</u>	<u>Qtv</u>	<u>Price</u>	Total
1	DS200	Model DS200 Digital Image Scanner with Interna with Steel Door and e-Bin, Paper Roll, and 4GB		25	\$5,750.00	\$143,750.00
2	Other	Tote Bin		28	\$225,00	\$6,300,00
3	Other	4GB Jump Drive (Additional)			\$105.00	\$2,625.00
4	ExpressVote	ExpressVote BMD Terminal with Internal Backul ADA Keypad, Headphones, and 4GB Flash Driv		127	\$3,325.00	\$422,275.00
5	Other	Soft-Sided Carrying Case		127	\$175.00	\$22,225.00
6	Other	ExpressLink Printer		30	\$725.00	\$21,750.00
7	Other	ExpressVote Ballot Card Stock - 14" (250 per pl	(9)	100	\$23.75	\$2,375.00
8	Software	ElectionWare Software - Reporting Only (ERM)		1	\$4,200.00	\$4,200.00
9	Software	ExpressLink Software		1	\$3,050.00	\$3,050.00
10	Third Party Items	3rd Party Items as set forth on Exhibit B		1	\$2,681.34	\$2,681.34
11	Network Installation	3rd Party Configuration and Installation - Custon	ner Site	1	\$2,300.00	\$2,300.00
12	Equipment Installation	Model DS200 Scanners		25	Included	Included
13	Equipment Installation	ExpressVote BMD Terminals			Included	Included
14	Services	Equipment Operations Training Day		1	Included	Included
15	Services	Software Training Day		1	Included	Included
16	Services	Election On-Site Support Event		1	Included	Included
17	Trade-In Allowance	Equipment Being Traded-In by Customer Includ 4 - Model 100 Scanner 4 - Model 100 Ballot Box 134 - IVotronic Terminal 134 - IVotronic Clam Shell Booth	es.	1	(325,450.00)	(\$25,450 00
18	Shipping	Shipping & Handling		1	\$5,550.00	\$5,550.00
				500	Order Subtotal	\$ 613,631.34
	Freight Billable: yes	☑ № □		C	ustomer Discount	(\$116,182.90
					Demos Total	

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Sales Order Agreement

		1000 1-11-11-11
Chris Moody		- Marken - 11 d
Regional Sales Manager		Customer Signature Date
		Christin Middle
V.P. of Finance	Date	Sittle 9
ES&S is responsible for preparing, packaging a		from Customer's site on a date to be mutually agreed upon by the parties. nipment.
Special Notes:		
	100% of Order Total due Thirty (30) C Invoice.	alendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S
Payment Terms	Note 1: Any applicable state and loca	taxes are not included, and are the responsibility of the Customer.
	Note 2: In no event shall Customer's conditional upon Customer's receipt of	payment obligations hereunder, or the due dates for such payments, be contingent or of federal and/or state funds.
Warranty Period (Years):	One (1) Year After Equipment Deliver	у
		and Support Services (Post-Warranty Period) Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached

SEE GENERAL TERMS AND CONDITIONS

hereto.

EXHIBIT A HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES (POST-WARRANTY PERIOD)

ARTICLE I GENERAL

- Term: Termination. This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive One-Year Periods (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.
- Fees. In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II HARDWARE

- 1. <u>Maintenance Services</u>. The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on <u>Schedule A1</u> (the "Products") shall be subject to the following terms and conditions:
 - a. <u>Routine Maintenance Services.</u> An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine

Maintenance Services shall be provided once each Twelve (12) Months during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. Repair Services.

- i. <u>Defects Under Normal Use and Service</u>. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.
- ii. <u>Defects Due to Customer Actions or Omissions.</u> If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.
- iii. <u>Timing.</u> The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on <u>Schedule A1</u>.
- iv. Loaner Unit. At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.
- c. <u>Exclusions.</u> ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been

removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

- d. <u>Sole Provider; Access.</u> Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.
- e. <u>Storage.</u> When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.
- f. Reinstatement of Hardware Maintenance Services; Inspection. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

- 1. <u>License and Services Provided.</u> ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on <u>Schedule A1</u>.
- 2. <u>Updates.</u> During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.
- 3. <u>Conditions.</u> ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes,

transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

- 4. Proprietary Rights. ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.
- 5. Reinstatement of Software License, Maintenance and Support. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1 Pricing Summary

Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$99,325.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$36,250.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$51,275.00
Total Maintenance Fees for the Initial Term:		\$186,850.00

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the fifth anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
25	Model DS200 Scanner	Year 1	\$185.00	\$4,625.00
127	ExpressVote BMD Terminal	Year 1	\$120.00	\$15,240.00
	Total Maintenance Fees	for Year 1		\$19,865.00
25	Model DS200 Scanner	Year 2	\$185.00	\$4,625.00
127	ExpressVote BMD Terminal	Year 2	\$120.00	\$15,240.00
	Total Maintenance Fees	for Year 2	and print through approximately approximatel	\$19,865.00
25	Model DS200 Scanner	Year 3	\$185.00	\$4,625.00
127	ExpressVote BMD Terminal	Year 3	\$120.00	\$15,240.00
	Total Maintenance Fees	for Year 3	All the same was the same and a larger state of	\$19,865.00
25	Model DS200 Scanner	Year 4	\$185.00	\$4,625.00
127	ExpressVote BMD Terminal	Year 4	\$120.00	\$15,240.00
	Total Maintenance Fees	for Year 4		\$19,865.00
25	Model DS200 Scanner	Year 5	\$185.00	\$4,625.00
127	ExpressVote BMD Terminal	Year 5	\$120.00	\$15,240.00
	Total Maintenance Fees	for Year 5		\$19,865.00
	Total Hardware Maint	enance Fees for the Initial	Term	\$99,325.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Navarro County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

- Telephone Support.
- Issue Resolution.
- 3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
- 4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.9
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
 - Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES ELECTIONWARE SOFTWARE

Initial Term: Expiration of the Warranty Period through the fifth anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software - Reporting Only (ERM)	Year 1	\$4,200.00
1	ExpressLink Software	Year 1	\$3,050.00
То	tal License, Maintenance and Support Fees Year 1		\$7,250.00
1	ElectionWare Software - Reporting Only (ERM)	Year 2	\$4,200.00
1	ExpressLink Software	Year 2	\$3,050.00
Tota	License, Maintenance and Support Fees for Year 2	Promotor a service	\$7,250.00
1	ElectionWare Software – Reporting Only (ERM)	Year 3	\$4,200.00
1	ExpressLink Software	Year 3	\$3,050.00
Tota	License, Maintenance and Support Fees for Year 3	Option a service from the control of the service of the control of	\$7,250.00
1	ElectionWare Software – Reporting Only (ERM)	Year 4	\$4,200.00
1	ExpressLink Software	Year 4	\$3,050.00
Tota	License, Maintenance and Support Fees for Year 4		\$7,250.00
1	ElectionWare Software - Reporting Only (ERM)	Year 5	\$4,200.00
1	ExpressLink Software	Year 5	\$3,050.00
Tota	License, Maintenance and Support Fees for Year 5		\$7,250.00
	Total Software License, Maintenance and Support Fees	for the Initial Term	\$36,250.00

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Term: Expiration of the Warranty Period through the fifth anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
25	Model DS200 Scanner	Year 1	\$80.00	\$2,000.00
127	ExpressVote BMD Terminal	Year 1	\$65.00	\$8,255.00
Tota	l License, Maintenance and Su	pport Fees for Year 1		\$10,255.00
25	Model DS200 Scanner	Year 2	\$80.00	\$2,000.00
127	ExpressVote BMD Terminal	Year 2	\$65.00	\$8,255.00
Tota	License, Maintenance and Su	pport Fees for Year 2	NA SHORE THE	\$10,255.00
25	Model DS200 Scanner	Year 3	\$80.00	\$2,000.00
127	ExpressVote BMD Terminal	Year 3	\$65.00	\$8,255.00
Tota	License, Maintenance and Su	pport Fees for Year 3		\$10,255.00
25	Model DS200 Scanner	Year 4	\$80.00	\$2,000.00
127	ExpressVote BMD Terminal	Year 4	\$65.00	\$8,255.00
Tota	I License, Maintenance and Su	pport Fees for Year 4		\$10,255.00
25	Model DS200 Scanner	Year 5	\$80.00	\$2,000.00
127	ExpressVote BMD Terminal	Year 5	\$65.00	\$8,255.00
Tota	l License, Maintenance and Su	pport Fees for Year 5		\$10,255.00
A7 1	Total Firmware License, Mainte	nance and Support Fee	s for the Initial Term	\$51,275.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

- 1. Telephone Support.
- 2. Issue Resolution.
- 3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

<u>Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities</u>

- Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
- 2. Customer shall have reviewed a complete set of User Manuals.
- Customer shall have reviewed Training Checklists.
- Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
- Customer shall be responsible for data extraction from Customer voter registration system.
- Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
- Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
- Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
- Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
- Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
- 11. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

GENERAL TERMS

- 1 <u>Purchase/License Terms</u>, Subject to the terms and conditions of this Agreement, ES&S agrees to self and/or ficense, and Customer agrees to purchase and/or ficense, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software". The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S 'grant of the ficense during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
- 2. Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable ficenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintanance and Support Fees set forth on Schedule A1. The ficenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.
- 3 <u>Prohibited Uses.</u> Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
- 4. <u>Term of Licenses</u>. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
- Updates During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery Customer may install the Updates in accordance with ES&S recommended instructions or may request that ES&S install the Updates. Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer, (iii) Install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, efect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
- (i) the total cost of any third party items that are required in order to operate the Updates,
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rate share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed to Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. <u>Delivery: Risk of Loss.</u> The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Deles as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7 Warranty.

- a. ES&S Equipment/ES&S Software. ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices. PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (II) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (III) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (IIII) the ES&S Equipment or ES&S Software to be repaired is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, nots, acts of war, remotism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IIV) Customer has installed and is using the most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (iii) have been severely handled so as to cause mechanical damage to
- D. <u>Exclusive Remedies/Discisimer.</u> IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ESAS' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ESAS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ESAS' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVAUSLY INSTALLED BY ESAS OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
- B. <u>Limitation Of Liability.</u> Neither party shall be liable for any Indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ESSS' total liability to Customer arising out of or relating to this Agreement, Sustomer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
- Proprietary Rights. Customer acknowledges and agrees as follows:
- ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, tayout, measurements, design and all other technical information associated with the ballots to be used with the E&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, thedemark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
- 10. <u>Indemnification</u>. To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:
- a. Any claim that any of the ES&S Equipment or ES&S Software infininges upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infiningement Claim") resulting from (i) Customer's failure to timely or property install and use any Update provided to it's ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;
- Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;
- Personal Injury (including death) or property damage that is caused by any negligent or withul
 act, error or omission of one or more of Customer's Representatives; and
- Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and

shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11 <u>Termination.</u> This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12 Disputes

- a. <u>Payment of Undisputed Amounts</u> In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S. (2) the amount due ES&S for any product or service, or (3) the due date of any payment. Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
- b. Remedies for Past Due Undisputed Payments. If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is past. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
- Assignment. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned
- 14. <u>Compliance with Laws.</u> ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.
- 15. <u>State Recertifications</u>, In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:
 - (ii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified,
 - (ii) Customer's pro-rata share of such future state certification or recertification costs; and
 - (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any manufact modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recentifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ticensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. Entire Agreement. This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action artising out of or related to this Agreement shall be in the state and federal control of the United States located in the State in which the Customer resides. ES&S is providing equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.



Estimated Data Conversion Fees













\$1,365.65

Navarro County, Texas Electronic Pollbook Sales Order Agreement

Description	HOU	Constitution Oty 15 August 1995	Unit Price	Total Price
ExpressPoll with Lazy Susan Stand and Pedestal: ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve. Back Strap. Lazy Susan Stand, Pedestal, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, 6-ft Power Cable, Touch Screen Cleaning Kit, Carrying Case,	Each	30	\$960.00	\$28 800 00
ExpressPoll Software, and Loading of Software on the Unit. 4-Port USB Hub (Includes 6-ft Power Cable; Required if using more than one peripheral item with the tablet)	Each	30	\$22.00	\$660.00
Mag-Stripe Reader	Each	30	\$58.00	\$1,740,00
Software:				
CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	License	1	\$3,875.00	\$3,875.00
Implementation Services:				
Acceptance Testing (per Unit)	Per Unit	30	\$50.00	\$1,500.00
Project Management - Initial Kick-Off and Process Consultation	Day	1	\$1,650.00	\$1,650.00
Project Management	Day	1	\$1,650.00	\$1,650.00
On-Site Support (3 Consecutive Days)	Event	1	\$4,525.00	\$4,525 00
Web-Ex Training for CentralPoint (Class Size of 10 Participants)	Event	1	51,000.00	\$1,000.00
EZRoster Software Training	Day	1	\$1,650.00	\$1,650 00
Shipping (ExpressPoll Hardware & Software)	Per Unit	30	\$20.00	\$600,00
One-Year Hardware and Software Warranty	N/A			Included
Discount:				(\$4,522.15)
Order Total			_	\$43,127.85
Payment Terms:				
\$10,781.96 Due within thirty (30) calendar days of contract exec	ution.			
\$32,345.89 Due within thirty (30) calendar days of delivery of Ex	pressPoll Ha	rdware and/or ExpressPoll Softwa	ire,	
Estimated Data Conversion Fees (Per Election if ES&S is Performing the Data	Conversion	1):		
Set-Up/Configuration Fee Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data Configuration File Customization	Per Election	1	\$750.00	\$750.00
Processing Fee Per Registered Voter	Per RV	27,362	\$0.0225	\$615.65
Signature File Processing	Per RV	0	\$0.0050	TBD
Voter Images Processing	Per RV	0	\$0.0050	TBD
Pollbook Database Update (fee per update)	Per Update	0	\$225,00	TBD
Voter History Update (fee per update)	Per Update	0	\$225,00	T8 D
Custom Report Generation	N/A	0	Per Quote	Per Quote
Custom VR Voter History Import File Creation	Each	0	\$300.00	TBD
Reconversion Fee	Each	0	\$250.00	TBD
Pollbook Screen Revision	Each	0	\$125.00	TBD
Poll Location Map Display	Each	0	\$150.00	TBD
Custom Conversion per Hour	Hour	0	\$2,100.00	TBD
	175741	-		100

Note: Data Conversion Services will be invoiced as Services are provided and total fees will be based upon actual work performed. 100% of invoice total due within 30 calendar days of invoice date.















Navarro County, Texas Electronic Pollbook Sales Order Agreement

Annual Post-Warranty N	UOM	Qty	Unit Price	Total Price
(Fees are Based Upon a 4-Year Customer Co	ommitment to Subscri	be to the Following	Services)	
oliBook Software:				
pressPoll Software License and Maintenance and Support Fee - Year 1	Per Unit	30	\$99 00	\$2,970.00
pressPoll Software License and Maintenance and Support Fee - Year 2	Per Unit	30	\$99.00	\$2,970.00
pressPoil Software License and Maintenance and Support Fee - Year 3	Per Unit	30	\$99.00	\$2,970.00
pressPoil Software License and Maintenance and Support Fee - Year 4	Per Unit	30	\$99.00	\$2,970 00
oftware:				
entralPoint Software License Fee and Hosting Services - Year 1	License	1	\$3,875.00	\$3,875,00
entralPoint Software License Fee and Hosting Services - Year 2	License	1	\$3,875.00	\$3,875.00
entralPoint Software License Fee and Hosting Services - Year 3	License	1	\$3,875.00	\$3,875.00
entralPoint Software License Fee and Hosting Services - Year 4	License	1	\$3,875.00	\$3,875 00
he parties hereby agree that this Sales Order and the ExpressPoll Sales Order efference. (collectively, the "Agreement") represents a binding agreement betweenvices. Further, the undersigned Customer hereby agrees to purchase such sustomer hereby agrees to the ExpressPoll System Sales Order Agreement G	veen ES&S and Custor ExpressPoll products General Terms and ack	mer for the purchase and services from ES nowledges that he or	of ExpressPoll System p &S as set forth herein, she has read the entire	products and The undersigned
xceeds my allocation of state and/or federal funding; and 2) any amount not furchase. As of the date of the signature below, the undersigned Customer had	as full power and autho	federal funds has been into and	n authorized and approp	purchase that priated for this
xceeds my allocation of state and/or federal funding; and 2) any amount not furchase. As of the date of the signature below, the undersigned Customer had	as full power and autho	federal funds has been into and	en authorized and approper perform this Agreement.	purchase that priated for this
xceeds my allocation of state and/or federal funding; and 2) any amount not furchase. As of the date of the signature below, the undersigned Customer has perfy authorized to execute and deliver this Agreement on behalf of the Customer has been supported by the	as full power and autho	ederal funds has been trity to enter into and ve.	n authorized and approp	purchase that priated for this
xceeds my allocation of state and/or federal funding; and 2) any amount not fourchase. As of the date of the signature below, the undersigned Customer has performed to execute and deliver this Agreement on behalf of the Customer S&S Signature Date	as full power and autho stomer as set forth abo	ederal funds has been trity to enter into and ve.	en authorized and approper perform this Agreement.	purchase that priated for this
nderstands it and fully intends to be bound by it. The undersigned Customer xceeds my allocation of state and/or federal funding, and 2) any amount not fourchase. As of the date of the signature below, the undersigned Customer har poperly authorized to execute and deliver this Agreement on behalf of the Customer S&S Signature Date	as full power and authorstomer as set forth about the control of t	ederal funds has been trity to enter into and ve.	en authorized and approper perform this Agreement.	purchase that priated for this

Contact Person Danda Parker Address (no PO box) 801 N 13th Street City Corsicana State/Province Texas Zip 75110 Phone Number (903) 875-3330

ELECTRONIC POLLBOOK GENERAL TERMS

- 1. Purchase/License Terms. Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the Equipment and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the Equipment.
- Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the ES&S Software described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software described in this Section 2 are ES&S proprietary software products. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this Section 2 does not permit Customer to use or access the source code for the ES&S Software.
- Prohibited Uses. Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software: or
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

- 4. Term of License The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred. Updates. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the together with appropriate Software, Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its thencurrent rates to (i) train Customer on Undates, if such training is requested by Customer, (ii) install the Updates; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall pay ES&S for any Update which is specific to Customer or required due to a change in state or local law.
- 6. Compliance with Laws. ES&S warrants to Customer that, at the time of delivery, the Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date set forth on the Sales Order and, if required, will have been certified by the appropriate state authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Software License, Maintenance and Support Services, the ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the

Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

7. Delivery: Risk of Loss. The Estimated Delivery Dates set forth on the Sales Order are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

Warranty.

Equipment/ Software. ES&S warrants that for a 1 year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S. This warranty is void for any

units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. System. ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTIONS 8(a) or 8(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE.

Limitation Of Liability. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the Equipment and ES&S Software; (c) the results obtained from the use of the Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

10. <u>Proprietary Rights.</u> Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the

 Indemnification. Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the

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- a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of Equipment or ES&S Software without the prior written consent of ES&S;
- Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;
- Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

 d. Customer's election not to receive, or to terminate, Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 12, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

12. Excusable Nonperformance. Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of

God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay

13. Term; Termination. This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it receives written notification thereof from the non-breaching party.

14. Assignment. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign. subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly ES&S may assign its right to receive delayed payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

15. Notice. Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page of the Sales Order which is attached to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

16. Disputes.

a. Payment of Undisputed Amounts. In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. Remedies for Past Due Undisputed Payments. If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until

such amount is paid. If Customer's payment is past due for more than 60 calendar days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

17. Additional Services: Changes. Unless otherwise stated on the Sales Order. Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. Further, Customer is responsible for equipment and setup. and the costs associated with setup, of the network infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates. Likewise, any Customer requested enhancements, modifications or changes to the Equipment or ES&S Software which ES&S agrees to provide, in its sole discretion, shall be set forth in separate change orders to the Agreement. Customer shall be responsible for the payment of all fees associated with such enhancements, modifications or changes made by ES&S.

18. Other. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-6, 8(c), 9-12, 15, 16(b) and this section 18 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES

ARTICLE I GENERAL

- 1. <u>Term; Termination</u>. This <u>Exhibit A</u> shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this <u>Exhibit A</u> is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this <u>Exhibit A</u>, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this <u>Exhibit A</u>. The termination of this <u>Exhibit A</u> shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.
- 2. Fees. In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be at the then current rates in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

ARTICLE II License of ES&S Software

- 1. <u>Grant of License</u>. During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.
- 2. <u>Prohibited Uses.</u> Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).
- 3. <u>Term of License.</u> The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this <u>Exhibit A</u>. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

ARTICLE III ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES

- 1. <u>Services Provided.</u> ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.
- 2. <u>Updates.</u> During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.
- 3. Reinstatement of ES&S License and Software Maintenance and Support Services. If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.
- 4. <u>Conditions.</u> ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.
- 5. <u>Proprietary Rights</u>. ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this <u>Exhibit A</u>, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this <u>Exhibit A</u>. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.