

NAVARRO COUNTY COMMISSIONER'S COURT

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

1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments-no comments

**Consent Agenda**

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

5. Motion to approve and pay bills as submitted by the County Auditor  
**TO WIT PG 4168-4181**

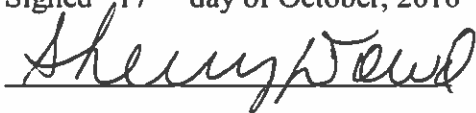
**Action Items**

6. No action on Burn Ban (burn ban off)
7. Motion to approve Certificate of Appointment (Kent Rogers) for a Health Authority from Texas department of State Health Services by Comm. Olsen sec by Comm. Grant  
**TO WIT PG 4182-4189**  
Carried unanimously
8. Motion to approve Change Order Proposal #22 from Phoenix 1 by Comm. Olsen sec by Comm. Warren  
**TO WIT PG 4190**  
Carried unanimously
9. Motion to approve estimate for JPX Pepper Guns & Training for Law Enforcement in the amount of \$41,613.71 from JPX America Inc. by Comm. Grant sec by Comm. Martin  
**TO WIT PG 4191-4192**  
Carried unanimously

10. Motion to approve District Clerk and Courts software contract by Comm. Olsen  
sec by Comm. Warren TO WIT PG 4193-4205  
Carried unanimously
11. 10:10 Motion to go into Executive Session Pursuant to the Texas Government  
Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Grant  
Carried unanimously  
  
10:24 Motion to come out of Executive Session by Comm. Olsen sec by Comm.  
Warren  
Carried unanimously
12. No action taken on Executive Session Pursuant to the Texas Government Code  
Section 551.074 to discuss Personnel
13. Motion to adjourn by Comm. Martin sec by Comm. Warren  
Carried unanimously

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

Signed 17<sup>th</sup> day of October, 2016



Sherry Dowd, County Clerk



#105

4/68

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
AMERICAN FORENSICS LLC	2016 101-406-487	AUTOPSY	MCCURRY, JULIA	2164	10/12/2016	10/17/2016		1,700.00
AT&T SERVICES INC.	2017 101-410-435	TELEPHONE	9038753391 09/21/16	3391 - SEP 2	10/07/2016	10/17/2016		627.70
AT&T SERVICES INC.	2016 101-410-435	TELEPHONE	9036543088 09/15/16	3088 - SEP 2	10/07/2016	10/17/2016		807.04
B & G AUTO PARTS	2016 101-560-321	MAINTENANCE SUPP	WIPER BLADES, OIL,	611443	09/30/2016	10/17/2016	301279	79.25
BLACKFORD PRINTING CO.	2016 101-497-310	OFFICE SUPPLIES	2500 WINDOW ENVELOP	34046	10/12/2016	10/17/2016	302181	197.00
BLACKFORD PRINTING CO.	2016 101-406-315	FORMS & PRINTING	2200 LASER CHECKS	34085	10/12/2016	10/17/2016	302181	484.00
BLACKFORD PRINTING CO.	2016 101-560-310	OFFICE SUPPLIES	2500 ENVELOPES	34071	10/13/2016	10/17/2016	302364	154.00
BODKIN, NIEHAUS AND DIC	2016 101-435-411	COURT APPOINTED	APPEAL - BECK, JAME	35456	10/12/2016	10/17/2016		1,845.00
BODKIN, NIEHAUS AND DIC	2016 101-435-485	OTHER LITIGATION	APPEAL - BECK, JAME	35456	10/12/2016	10/17/2016		77.00
CHARLIE-MIKE ENTERPRISE	2016 101-560-428	TRAVEL/CONFERENC	ADVANCED SWAT TRAIN	BATES, MICHA	10/13/2016	10/17/2016	302407	200.00
CHARLIE-MIKE ENTERPRISE	2016 101-560-428	TRAVEL/CONFERENC	ADVANCED SWAT TRAIN	HARBUCK, JEF	10/13/2016	10/17/2016	302407	200.00
CHARLIE-MIKE ENTERPRISE	2016 101-560-428	TRAVEL/CONFERENC	ADVANCED SWAT TRAIN	LEWIS, KEITH	10/13/2016	10/17/2016	302407	200.00
CHARLIE-MIKE ENTERPRISE	2016 101-560-428	TRAVEL/CONFERENC	ADVANCED SWAT TRAIN	JOCK, ROBBIE	10/13/2016	10/17/2016	302407	200.00
CITY ELECTRIC	2016 101-512-445	REPAIRS & MAINT	REPLACED 8 LIGHTS	26065	09/30/2016	10/17/2016		568.75
CNA SURETY	2017 101-497-417	BONDS	10/23/16 - 10/23/17	71593135 - 2	10/11/2016	10/17/2016		125.00
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	PORTION CONTROL DIS	N395117	10/12/2016	10/17/2016	302205	34.95
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	PORTION CONTROL DIS	N395117	10/12/2016	10/17/2016	302205	34.95
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	4 OZ OVAL SPOODLE -	N395117	10/12/2016	10/17/2016	302205	55.96
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	4 OZ OVAL SPOODLE -	N395117	10/12/2016	10/17/2016	302205	55.96
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	18 X 24 CUTTING BOA	N395117	10/12/2016	10/17/2016	302205	62.98
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	18 X 24 CUTTING BOA	N395117	10/12/2016	10/17/2016	302205	62.98
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	18 X 24 CUTTING BOA	N395117	10/12/2016	10/17/2016	302205	31.49
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	12" SHARPENING STEE	N395117	10/12/2016	10/17/2016	302205	19.99
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	32 OZ COMMERCIAL BL	N395117	10/12/2016	10/17/2016	302205	199.99
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	8" STAINLESS STEEL	N395117	10/12/2016	10/17/2016	302205	95.98
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	PRECISION THERMOMET	N395117	10/12/2016	10/17/2016	302205	5.98
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	WATERPROOF DIGITAL	N395117	10/12/2016	10/17/2016	302205	20.99
COOK'S CORRECTIONAL	2016 101-512-325	KITCHEN SUPPLIES	SHIPPING	N395117	10/12/2016	10/17/2016	302205	68.00
COOPER & FRENCH INSURAN	2017 101-560-417	BONDS	WILLIAMS, SHARON D	4326	10/11/2016	10/17/2016	302037	71.00
CORSICANA AIR CONDITION	2016 101-512-321	MAINTENANCE SUPP	2' X 4' PAINT GRIP	57100	10/11/2016	10/17/2016	302228	279.00
CORSICANA WELDING & IND	2016 101-512-321	MAINTENANCE SUPP	WELDING RODS	1586052	10/07/2016	10/17/2016	302445	114.00
CREATIVE SERVICES OF NE	2016 101-560-495	MISCELLANEOUS	3000 JUNIOR DEPUTY	D16-14976	10/12/2016	10/17/2016	302316	229.00
CREATIVE SERVICES OF NE	2016 101-560-495	MISCELLANEOUS	SHIPPING	D16-14976	10/12/2016	10/17/2016	302316	19.95
DAILEY-WELLS COMMUNICAT	2016 101-560-446	REPAIRS & MAINT	SHIPPING	16GB092327	10/11/2016	10/17/2016	302463	16.08
DAILEY-WELLS COMMUNICAT	2016 101-560-446	REPAIRS & MAINT	DESK CHARGERS	16GB092327	10/11/2016	10/17/2016	302463	360.00
DAMARA WATKINS	2016 101-425-411	COURT APPOINTED	MCELROY, SHARLONDA	72626	10/05/2016	10/17/2016		200.00
DAMARA WATKINS	2016 101-435-485	OTHER LITIGATION	APPEAL - WATKINS, J	34763	10/12/2016	10/17/2016		78.20
DAMARA WATKINS	2016 101-435-411	COURT APPOINTED	APPEAL - WATKINS, J	34763	10/12/2016	10/17/2016		3,431.25
FIVE STAR SERVICES INC	2016 101-512-380	GROCERIES	09/08/16 - 09/14/16	25818	09/30/2016	10/17/2016		4,014.22
FRANK KENT COUNTRY LLC	2016 101-560-321	MAINTENANCE SUPP	UNIT 2367 - KEY	5003064	10/12/2016	10/17/2016	302128	23.86
FRANK KENT COUNTRY LLC	2016 101-560-321	MAINTENANCE SUPP	UNIT 2692 - KEY CUT	5003653	10/12/2016	10/17/2016	302361	25.00
FRANK KENT COUNTRY LLC	2016 101-560-321	MAINTENANCE SUPP	UNIT 2692 - KEYS	5003653	10/12/2016	10/17/2016	302361	89.46
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	221 W 1ST AVE 08/18	21911491-4	10/13/2016	10/17/2016		156.56
GEXA ENERGY - HOUSTON	2016 101-411-430	UTILITIES	601 N 13TH ST 08/18	21911491-4	10/13/2016	10/17/2016		1,152.56
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	209 W 1ST AVE 08/18	21911491-4	10/13/2016	10/17/2016		68.18
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	312 W 1ST AVE 08/18	21911491-4	10/13/2016	10/17/2016		9.50
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	800 N MAIN ST 08/18	21911491-4	10/13/2016	10/17/2016		2,793.14
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	800 N MAIN ST STE R	21911491-4	10/13/2016	10/17/2016		765.53
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	400 W 2ND AVE 08/18	21911491-4	10/13/2016	10/17/2016		12.77
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	312 W 1ST AVE BLDG	21911491-4	10/13/2016	10/17/2016		72.18
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	800 N MAIN ST HSE 0	21911491-4	10/13/2016	10/17/2016		411.95
GEXA ENERGY - HOUSTON	2016 101-560-429	TRAINING - FIRIN	2810 NECR 0080 08/1	21894236-4	10/17/2016	10/17/2016		9.63
GEXA ENERGY - HOUSTON	2016 101-512-435	UTILITIES	312 W 2ND AVE 08/16	21894236-4	10/17/2016	10/17/2016		26.21
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	205 SE 3RD ST 08/15	21890548-4	10/17/2016	10/17/2016		33.20
GEXA ENERGY - HOUSTON	2016 101-410-430	UTILITIES	907 NW 2ND ST BLDG	21890548-4	10/17/2016	10/17/2016		89.85

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	SHIPPING	INV0587866	10/07/2016	10/17/2016	302105	5.00
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	COMMUNICATION BADGE	INV0587866	10/07/2016	10/17/2016	302105	193.60
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	CORPORAL BADGES	INV0587866	10/07/2016	10/17/2016	302105	387.20
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	REFURBISHED PATROL	INV149773	10/07/2016	10/17/2016	302105	40.00
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	REFURBISHED DETENTI	INV149773	10/07/2016	10/17/2016	302105	30.00
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	REFURBISHED CIVIL B	INV149773	10/07/2016	10/17/2016	302105	10.00
GT DISTRIBUTORS INC	2016 101-560-426	UNIFORMS	REFURBISHED SERGEAN	INV149773	10/07/2016	10/17/2016	302105	15.00
HOWARD'S FIRE EXTINGUIS	2016 101-512-445	REPAIRS & MAINT	REPLACED CYLINDER	060418	10/11/2016	10/17/2016	302267	275.75
HOWARD'S FIRE EXTINGUIS	2016 101-512-445	REPAIRS & MAINT	RECHARGED FIRE SUPP	060418	10/11/2016	10/17/2016	302267	216.85
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - REPAIRE	63650	09/30/2016	10/17/2016	301835	55.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2368 - MOUNTED	63517	09/30/2016	10/17/2016	301835	55.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - MOUNTED	63579	09/30/2016	10/17/2016	301835	55.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2368 - REPLACE	63398	09/30/2016	10/17/2016	301835	46.49
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2689 - OIL CHA	63500	09/30/2016	10/17/2016	301835	90.20
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - REGLUED	63508	09/30/2016	10/17/2016	301835	40.34
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2263 - MOUNTED	63510	10/07/2016	10/17/2016	302370	40.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2263 - OIL CHA	63510	10/07/2016	10/17/2016	302370	64.45
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2367 - REPLACE	63652	10/12/2016	10/17/2016		258.65
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - REPLACE	63675	10/12/2016	10/17/2016		257.88
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - REPLACE	63560	10/12/2016	10/17/2016	302393	589.76
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2077 - REPLACE	63539	10/12/2016	10/17/2016	302393	215.71
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2368 - OIL CHA	63416	10/12/2016	10/17/2016	302393	98.70
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2368 - INSPECT	63416	10/12/2016	10/17/2016	302393	7.00
K & S TIRE TOWING & REC	2016 101-402-444	REPAIRS & MAINT	UNIT 2838 - REPAIRE	63588	10/12/2016	10/17/2016	302424	12.00
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2582 - OIL CHA	63670	10/13/2016	10/17/2016	301835	92.80
K & S TIRE TOWING & REC	2016 101-560-445	REPAIRS & MAINT	UNIT 2581 - OIL CHA	63658	10/13/2016	10/17/2016	301835	70.20
KEATHLEY & KEATHLEY	2016 101-435-490	MENTAL / AD LITE	ITIO	19688	10/11/2016	10/17/2016		562.50
KEATHLEY & KEATHLEY	2016 101-435-490	MENTAL / AD LITE	ITIO	19038	10/11/2016	10/17/2016		766.34
KEATHLEY & KEATHLEY	2016 101-430-490	MENTAL / AD LITE	ITIO	24410	10/11/2016	10/17/2016		1,225.00
KEATHLEY & KEATHLEY	2016 101-435-411	COURT APPOINTED	WIGGINS, SAMETHEY	36952	10/12/2016	10/17/2016		400.00
KEATHLEY & KEATHLEY	2016 101-435-411	COURT APPOINTED	WIGGINS, SAMETHEY	36954	10/12/2016	10/17/2016		300.00
KEATHLEY & KEATHLEY	2016 101-435-411	COURT APPOINTED	WIGGINS, SAMETHEY	35574	10/12/2016	10/17/2016		200.00
KEATHLEY & KEATHLEY	2016 101-425-411	COURT APPOINTED	JOHNSON, KERRINGTON	73451	10/12/2016	10/17/2016		100.00
KEATHLEY & KEATHLEY	2016 101-425-411	COURT APPOINTED	JOHNSON, KERRINGTON	73452	10/12/2016	10/17/2016		50.00
KELLY R MYERS, ATTORNEY	2016 101-425-485	OTHER LITIGATION	DAVIS JR, GEORGE WE	72366	10/13/2016	10/17/2016		1.00
KELLY R MYERS, ATTORNEY	2016 101-425-411	COURT APPOINTED	DAVIS JR, GEORGE WE	72366	10/13/2016	10/17/2016		200.00
LAW OFFICE OF BRIDGETTE	2016 101-425-411	COURT APPOINTED	RIGGINS, MICHAEL	72068	10/11/2016	10/17/2016		200.00
LAW OFFICE OF BRIDGETTE	2016 101-425-411	COURT APPOINTED	RIGGINS, MICHAEL	72842 (2)	10/11/2016	10/17/2016		100.00
LAW OFFICE OF JASON ALL	2016 101-430-411	COURT APPOINTED	SMITH, MELINDA	36955	10/05/2016	10/17/2016		687.50
LAW OFFICE OF JASON ALL	2016 101-430-411	COURT APPOINTED	FORBES, JEFFERY	36476	10/05/2016	10/17/2016		625.00
LAW OFFICE OF MICAH C H	2016 101-425-411	COURT APPOINTED	BECERRA, AMILRE	73306	10/13/2016	10/17/2016		233.33
LAW OFFICE OF MICAH C H	2016 101-425-411	COURT APPOINTED	BECERRA, AMILRE	73307	10/13/2016	10/17/2016		133.33
LAW OFFICE OF MICAH C H	2016 101-425-411	COURT APPOINTED	BECERRA, AMILRE	73308	10/13/2016	10/17/2016		83.34
LAW OFFICE OF MICAH C H	2016 101-425-485	OTHER LITIGATION	BECERRA, AMILRE	73308	10/13/2016	10/17/2016		2.00
LAW OFFICE OF MICAH C H	2016 101-430-411	COURT APPOINTED	SANCHEZ, LESLIE	36834	10/17/2016	10/17/2016		612.50
LAW OFFICE OF MICAH C H	2016 101-430-485	OTHER LITIGATION	SANCHEZ, LESLIE	36834	10/17/2016	10/17/2016		4.34
LEADSONLINE	2017 101-560-410	INVESTIGATIONS	SELECTSEARCH 10/01/	237449	10/11/2016	10/17/2016		2,988.00
LENOVO FINANCIAL SERVIC	2016 101-495-320	OPERATING EQUIPM	908-0009025-000 - S	29215609	10/05/2016	10/17/2016		466.53
LEXIS NEXIS - DALLAS	2016 101-475-419	DUES & SUBSCRIPT	1000RVZSP 09/01/16	3090674756	10/11/2016	10/17/2016		238.14
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	08/01/16 - 08/31/16	JP 1 - AUG 2	10/13/2016	10/17/2016		1,207.66
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	08/01/16 - 08/31/16	JP 2 - AUG 2	10/13/2016	10/17/2016		1,350.88
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	08/01/16 - 08/31/16	JP 3 - AUG 2	10/13/2016	10/17/2016		1,405.50
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	08/01/16 - 08/31/16	JP 4 - AUG 2	10/13/2016	10/17/2016		884.70
LOCHRIDGE PRIEST INC -	2016 101-411-450	MAINT CONTRACT -	MAINTENANCE 09/01/1	CS277C	10/11/2016	10/17/2016		620.58
LONE-STAR PRODUCTS & EQ	2016 101-512-320	OPERATING EQUIPM	TROY WINDOW BARS	26851	10/11/2016	10/17/2016	302276	198.75

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
LONE-STAR PRODUCTS & EQ	2016 101-512-320	OPERATING EQUIPM	TROY PARTITION	26851	10/11/2016	10/17/2016	302276	577.50
LONE-STAR PRODUCTS & EQ	2016 101-512-320	OPERATING EQUIPM	TROY STASH & STOW K	26851	10/11/2016	10/17/2016	302276	101.25
LONE-STAR PRODUCTS & EQ	2016 101-512-320	OPERATING EQUIPM	TROY 16" CONSOLE	26851	10/11/2016	10/17/2016	302276	230.00
LONE-STAR PRODUCTS & EQ	2016 101-512-320	OPERATING EQUIPM	SHIPPING	26851	10/11/2016	10/17/2016	302276	149.18
LONE-STAR PRODUCTS & EQ	2016 101-512-320	OPERATING EQUIPM	TROY CUP HOLDER	26851	10/11/2016	10/17/2016	302276	42.00
LONGHORN INDUSTRIAL SUP	2016 101-512-321	MAINTENANCE SUPP	HARMSCO WATER FILTE	87528	10/13/2016	10/17/2016	302153	1,661.52
LONGHORN INDUSTRIAL SUP	2016 101-512-321	MAINTENANCE SUPP	SHIPPING	87528	10/13/2016	10/17/2016	302153	90.00
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	60" X 16' HORSE PAN	5908325	10/11/2016	10/17/2016	302444	179.97
MCM ELECTRONICS	2016 101-512-321	MAINTENANCE SUPP	15A POWER SUPPLY	579657	10/07/2016	10/17/2016	302456	379.96
MCM ELECTRONICS	2016 101-512-321	MAINTENANCE SUPP	1000VA WAVE UPS TOW	579657	10/07/2016	10/17/2016	302456	298.00
MCM ELECTRONICS	2016 101-512-321	MAINTENANCE SUPP	SHIPPING	579657	10/07/2016	10/17/2016	302456	36.99
MEDICAL SURGICAL & COMP	2016 101-572-411	NON-RESIDENTIAL	3727	3831	10/05/2016	10/17/2016		32.00
MICHAEL J CRAWFORD	2016 101-425-411	COURT APPOINTED	LYLES, JASHOD	73286	10/12/2016	10/17/2016		100.00
MICHAEL J CRAWFORD	2016 101-425-411	COURT APPOINTED	LYLES, JASHOD	73287	10/12/2016	10/17/2016		50.00
MICHAEL J CRAWFORD	2016 101-435-411	COURT APPOINTED	ARAGON, CODY Z	33057 (2)	10/12/2016	10/17/2016		512.50
NAVARRO PIPE AND STEEL	2016 101-512-321	MAINTENANCE SUPP	SPRING CLOSERS	313717	10/13/2016	10/17/2016	302443	15.90
NAVARRO PIPE AND STEEL	2016 101-512-321	MAINTENANCE SUPP	4' X 8' X 3/4 EXPAN	313717	10/13/2016	10/17/2016	302443	49.00
NAVARRO PIPE AND STEEL	2016 101-512-321	MAINTENANCE SUPP	5" HINGES	313717	10/13/2016	10/17/2016	302443	27.75
NAVARRO PIPE AND STEEL	2016 101-512-321	MAINTENANCE SUPP	2 X 1 X 11 GA REC T	313717	10/13/2016	10/17/2016	302443	351.36
NAVCO LOCKSMITHS	2016 101-560-321	MAINTENANCE SUPP	KEYS	10581	09/30/2016	10/17/2016	300034	62.40
NAVCO LOCKSMITHS	2016 101-411-445	REPAIRS & MAINTENANCE	REKEYED CONFERENCE	10522	10/05/2016	10/17/2016	302326	234.90
NAVCO LOCKSMITHS	2016 101-411-445	REPAIRS & MAINTENANCE	REKEYED CONFERENCE	10519	10/05/2016	10/17/2016	302300	195.00
NEAL GREEN	2016 101-435-411	COURT APPOINTED	TORRES JR, RODRIGO	36671	10/05/2016	10/17/2016		975.00
NEAL GREEN	2016 101-425-411	COURT APPOINTED	STEWART, STEVEN	72566	10/05/2016	10/17/2016		200.00
NEAL GREEN	2016 101-435-485	OTHER LITIGATION	HINES, TREVEL	36647	10/11/2016	10/17/2016		11.33
NEAL GREEN	2016 101-435-411	COURT APPOINTED	HINES, TREVEL	36647	10/11/2016	10/17/2016		1,375.00
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	REFERENCE TO INV 85	861961988001	10/07/2016	10/17/2016	302239	2.79-
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	BUSINESS NOTEBOOK,	863455298001	10/07/2016	10/17/2016	302403	28.97
OFFICE DEPOT INC-TXMAS	2016 101-497-320	OPERATING EQUIPM	60" WIDE RIGHT HAND	862998239001	10/07/2016	10/17/2016	302385	1,299.98
OFFICE DEPOT INC-TXMAS	2016 101-497-320	OPERATING EQUIPM	2 DRAWER LATERAL FI	862998239001	10/07/2016	10/17/2016	302385	599.98
OFFICE DEPOT INC-TXMAS	2016 101-497-320	OPERATING EQUIPM	WIDE PILER FILER	862998239001	10/07/2016	10/17/2016	302385	559.98
OFFICE DEPOT INC-TXMAS	2016 101-457-310	OFFICE SUPPLIES	EXECUTIVE CHAIRS	863879984001	10/07/2016	10/17/2016	302415	475.98
OFFICE DEPOT INC-TXMAS	2016 101-425-310	OFFICE SUPPLIES	DRAWER ORGANIZERS	863861545001	10/07/2016	10/17/2016	302417	26.38
OFFICE DEPOT INC-TXMAS	2016 101-425-310	OFFICE SUPPLIES	CONSOLE TABLE	863861544001	10/07/2016	10/17/2016	302417	137.99
OFFICE DEPOT INC-TXMAS	2016 101-425-310	OFFICE SUPPLIES	CALCULATOR	863932125001	10/07/2016	10/17/2016	302417	11.99
OFFICE DEPOT INC-TXMAS	2016 101-425-310	OFFICE SUPPLIES	POST-IT NOTE DISPEN	863852265001	10/07/2016	10/17/2016	302417	55.46
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	863937530001	10/07/2016	10/17/2016	302420	89.97
OFFICE DEPOT INC-TXMAS	2016 101-497-320	OPERATING EQUIPM	AUTO FOLDER	862998619001	10/11/2016	10/17/2016	302386	530.99
OFFICE DEPOT INC-TXMAS	2016 101-459-310	OFFICE SUPPLIES	PEN REFILLS	863396737001	10/11/2016	10/17/2016	302402	3.38
OFFICE DEPOT INC-TXMAS	2016 101-459-310	OFFICE SUPPLIES	PENS, CORRECTION TA	863396376001	10/11/2016	10/17/2016	302402	98.09
OFFICE DEPOT INC-TXMAS	2016 101-458-310	OFFICE SUPPLIES	PLANNER	863829899001	10/12/2016	10/17/2016	302416	19.99
OFFICE DEPOT INC-TXMAS	2016 101-458-310	OFFICE SUPPLIES	DOOR STOPS	863829978001	10/12/2016	10/17/2016	302416	13.28
OFFICE DEPOT INC-TXMAS	2016 101-435-310	OFFICE SUPPLIES	MESH MID-BACK CHAIR	863909658001	10/12/2016	10/17/2016	302418	264.30
OFFICE DEPOT INC-TXMAS	2016 101-435-310	OFFICE SUPPLIES	POST-IT NOTES, WRIT	863909658001	10/12/2016	10/17/2016	302418	43.79
OFFICE DEPOT INC-TXMAS	2016 101-435-310	OFFICE SUPPLIES	FUJITSU IX500 SCANN	863909840001	10/12/2016	10/17/2016	302418	441.43
OFFICE DEPOT INC-TXMAS	2016 101-407-312	COMPUTER SUPPLIE	MESSENGER BAG	863515205001	10/12/2016	10/17/2016	302408	45.99
OFFICE DEPOT INC-TXMAS	2016 101-407-312	COMPUTER SUPPLIE	COMPUTER TOTE	863515715001	10/12/2016	10/17/2016	302408	37.99
OFFICE DEPOT INC-TXMAS	2016 101-407-312	COMPUTER SUPPLIE	BATTERIES, PENS	863515716001	10/12/2016	10/17/2016	302408	24.85
OFFICE DEPOT INC-TXMAS	2016 101-403-310	OFFICE SUPPLIES	COMMAND STRIPS	863963907001	10/12/2016	10/17/2016	302436	20.07
OFFICE DEPOT INC-TXMAS	2016 101-403-310	OFFICE SUPPLIES	COMMAND STRIPS	863964234001	10/12/2016	10/17/2016	302436	10.58
OFFICE DEPOT INC-TXMAS	2016 101-403-310	OFFICE SUPPLIES	COMMAND STRIPS	863964233001	10/12/2016	10/17/2016	302436	5.49
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	PENS, TAPE, CORRECT	863974485001	10/12/2016	10/17/2016	302437	58.97
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	HEAVY-DUTY STAPLES	863974376001	10/12/2016	10/17/2016	302437	5.13
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	863972532001	10/12/2016	10/17/2016	302438	33.99
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	863972532001	10/12/2016	10/17/2016	302438	67.98

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	864120721001	10/12/2016	10/17/2016	302438	135.96
OFFICE DEPOT INC-TXMAS	2016 101-421-310	OFFICE SUPPLIES	POST-IT NOTES, BIND	863932455001	10/12/2016	10/17/2016	302419	33.45
OFFICE DEPOT INC-TXMAS	2016 101-403-310	OFFICE SUPPLIES	PENS, DIVIDERS, COR	863262750001	10/12/2016	10/17/2016	302400	100.45
OFFICE DEPOT INC-TXMAS	2016 101-403-310	OFFICE SUPPLIES	CD-R	863262962001	10/12/2016	10/17/2016	302400	12.32
OFFICE DEPOT INC-TXMAS	2016 101-457-310	OFFICE SUPPLIES	POST-IT NOTES, CALE	863224862001	10/12/2016	10/17/2016	302399	336.49
OFFICE DEPOT INC-TXMAS	2016 101-457-310	OFFICE SUPPLIES	WRITING PADS	863225039001	10/12/2016	10/17/2016	302399	13.99
OFFICE DEPOT INC-TXMAS	2016 101-457-310	OFFICE SUPPLIES	PAPER ROLLS	863997660001	10/12/2016	10/17/2016	302399	4.54
OFFICE DEPOT INC-TXMAS	2016 101-457-310	OFFICE SUPPLIES	REFERENCE TO INV 86	863997321001	10/12/2016	10/17/2016	302399	4.54-
OFFICE DEPOT INC-TXMAS	2016 101-497-310	OFFICE SUPPLIES	EXECUTIVE CHAIRS	1983204109	10/12/2016	10/17/2016	302389	439.98
OFFICE DEPOT INC-TXMAS	2016 101-495-310	OFFICE SUPPLIES	EPSON DS-40 SCANNER	1980939579	10/12/2016	10/17/2016	302346	110.19
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	863938727001	10/17/2016	10/17/2016	302420	39.50
REPUBLIC SERVICES #069	2016 101-410-430	UTILITIES	3-0069-0052337 - SE	0069-0008312	10/13/2016	10/17/2016		953.39
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	GARCIA-MORALES, SAN	36894	10/05/2016	10/17/2016		400.00
ROBLES LAW FIRM	2016 101-425-411	COURT APPOINTED	GARCIA-MORALES, SAN	73238	10/05/2016	10/17/2016		100.00
ROBLES LAW FIRM	2016 101-430-411	COURT APPOINTED	RODRIGUEZ, EDGAR JO	36917	10/05/2016	10/17/2016		400.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	DEAN, JAYDEN BRYCE	36379 (2)	10/05/2016	10/17/2016		350.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	DEAN, JAYDEN BRYCE	36381 (2)	10/05/2016	10/17/2016		250.00
ROBLES LAW FIRM	2016 101-425-411	COURT APPOINTED	SIGRAH, XENA ANN	73506	10/05/2016	10/17/2016		200.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	BARAHONA, RONY JAVI	37020	10/13/2016	10/17/2016		400.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	SIGRAH, XENA ANN	37019	10/13/2016	10/17/2016		400.00
ROBLES LAW FIRM	2016 101-425-411	COURT APPOINTED	BARAHONA, RONY JAVI	73507	10/13/2016	10/17/2016		200.00
SHERATON FT WORTH DOWNT	2017 101-495-428	TRAVEL/CONFERENC	71ST COUNTY AUDITOR	GILLEN, TERR	10/13/2016	10/17/2016		583.05
SOUTHERN HEALTH PARTNER	2016 101-512-460	INMATE MEDICAL -	POPULATION INCREASE	ADP12423	09/30/2016	10/17/2016		314.96
SUSAN A WALDRIP COURT R	2016 101-425-412	COURT REPORTER	2016-51	10583	09/30/2016	10/17/2016		295.00
SUSAN A WALDRIP COURT R	2016 101-425-412	COURT REPORTER	72269	10575	09/30/2016	10/17/2016		295.00
SUSAN A WALDRIP COURT R	2016 101-435-412	TRANSCRIPTS	36507	10576	09/30/2016	10/17/2016		295.00
SUSAN A WALDRIP COURT R	2016 101-435-412	TRANSCRIPTS	CRENSHAW, MARION 36	10573	10/05/2016	10/17/2016		225.00
TERRI GILLEN	2017 101-495-428	TRAVEL/CONFERENC	71ST COUNTY AUDITOR	OCT 2016	10/13/2016	10/17/2016		178.50
TERRI GILLEN	2017 101-495-428	TRAVEL/CONFERENC	71ST COUNTY AUDITOR	OCT 2016	10/13/2016	10/17/2016		83.59
TEXAS DEPARTMENT OF MO	2016 101-560-445	REPAIRS & MAINT	REGISTRATION - 3GNE	09/19/16	10/17/2016	10/17/2016		7.50
TEXAS DEPT OF TRANSPORT	2016 101-406-496	STATE HIGHWAY MA	CSJ 0918-18-129	TXDOT SECR 0	10/17/2016	10/17/2016		10,547.45
THE EILAND LAW FIRM	2016 101-435-411	COURT APPOINTED	LUSK, DEMETRIUS	36728	10/05/2016	10/17/2016		450.00
THE EILAND LAW FIRM	2016 101-430-411	COURT APPOINTED	NASH, CHRISTOPHER	36600	10/05/2016	10/17/2016		525.00
THE EILAND LAW FIRM	2016 101-430-411	COURT APPOINTED	NASH, CHRISTOPHER	36652	10/05/2016	10/17/2016		425.00
THE VOGUE ALTERATIONS B	2016 101-560-426	UNIFORMS	REPAIRED PANTS	426120	10/12/2016	10/17/2016		5.00
THEDFORD OFFICE SUPPLY	2016 101-560-446	REPAIRS & MAINT	REPAIRED BROTHER PR	28073	10/05/2016	10/17/2016	301621	180.00
THEDFORD OFFICE SUPPLY	2016 101-561-445	REPAIRS & MAINT	REPAIRED HP PRINTER	28072	10/05/2016	10/17/2016	301567	261.33
THEDFORD OFFICE SUPPLY	2016 101-459-310	OFFICE SUPPLIES	HP LASERJET M451DN	28040	10/13/2016	10/17/2016	302317	399.00
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	6' FIBER PATCH CABL	28064	10/17/2016	10/17/2016	302368	99.95
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	CAT5 CABLE COUPLER	28064	10/17/2016	10/17/2016	302368	5.99
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	8 PORT KVM SWITCH	28064	10/17/2016	10/17/2016	302368	319.00
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	CAT5 CABLE COUPLER	28046	10/17/2016	10/17/2016	302368	5.99
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	6' FIBER PATCH CABL	28046	10/17/2016	10/17/2016	302368	99.95
THEDFORD OFFICE SUPPLY	2016 101-407-312	COMPUTER SUPPLIE	REFERENCE TO INV 28	28099	10/17/2016	10/17/2016	302368	105.94-
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2530 - FLAT	061403	09/30/2016	10/17/2016	301286	8.00
TREE TOP CONSTRUCTION	2016 101-410-445	REPAIRS & MAINT	REFINISHED COURTR	09/20/16	10/12/2016	10/17/2016	302323	3,300.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAG - YORK, CH	14159	10/12/2016	10/17/2016	300026	7.00
WEX BANK	2016 101-560-370	GAS & OIL	369-801-668-4 - 09/	795694	10/12/2016	10/17/2016		28.00
WEX BANK	2016 101-560-370	GAS & OIL	369-801-668-4 - 09/	10780	10/12/2016	10/17/2016		19.71
WEX BANK	2017 101-560-370	GAS & OIL	369-801-668-4 - 10/	01955	10/13/2016	10/17/2016		19.00
WEX BANK	2017 101-560-370	GAS & OIL	369-801-668-4 - 10/	30055	10/13/2016	10/17/2016		51.74
WEX BANK	2016 101-560-370	GAS & OIL	369-801-668-4 - ACC	46931833	10/17/2016	10/17/2016		5.00
WILLIAM EARL PRICE	2016 101-435-411	COURT APPOINTED	BLIZZARD, JENNIFER	35454	10/05/2016	10/17/2016		700.00
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	SHANNON, KELVIN	73278	10/13/2016	10/17/2016		325.00

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
FAMILY ABUSE CENTER, IN	2017 151-571-428	TRAVEL	ANNUAL DOMESTIC VIO	WESTBROOK, T	10/13/2016	10/17/2016		5.00
FAMILY ABUSE CENTER, IN	2017 151-571-428	TRAVEL	ANNUAL DOMESTIC VIO	BROOKS, TIM	10/13/2016	10/17/2016		5.00
FAMILY ABUSE CENTER, IN	2017 151-571-428	TRAVEL	ANNUAL DOMESTIC VIO	HEATON, SCOT	10/13/2016	10/17/2016		5.00
FAMILY ABUSE CENTER, IN	2017 151-571-428	TRAVEL	ANNUAL DOMESTIC VIO	THOMAS, LEE	10/13/2016	10/17/2016		5.00
LINDA F YOUNG LCSW LSOT	2016 151-573-410	CONTRACT SERVICE	SEX OFFENDER TREATM	09/06/16	10/05/2016	10/17/2016		187.50
LINDA F YOUNG LCSW LSOT	2016 151-573-410	CONTRACT SERVICE	SEX OFFENDER TREATM	09/06/16	10/05/2016	10/17/2016		960.00
MYRON POGUE	2017 151-340-090	PROBATION FEES - REFUND		34483	10/11/2016	10/17/2016		645.00
WEX BANK	2017 151-571-370	GAS, OIL & REPAI	369-801-668-4 - 09/	64660	10/11/2016	10/17/2016		33.00
WEX BANK	2017 151-571-370	GAS, OIL & REPAI	369-801-668-4 - 09/	05106	10/11/2016	10/17/2016		24.87
WEX BANK	2017 151-571-370	GAS, OIL & REPAI	369-801-668-4 - 09/	07073	10/13/2016	10/17/2016		18.13
WEX BANK	2017 151-571-370	GAS, OIL & REPAI	369-801-668-4 - ACC	46931833	10/17/2016	10/17/2016		5.00
WEX BANK	2017 151-571-370	GAS, OIL & REPAI	369-801-668-4 - REB	46931833	10/17/2016	10/17/2016		.60-
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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
HOME DEPOT CREDIT SERVI	2017 161-573-576	CAPITAL IMPROVEM	TOILETS, SEALS, FAU	2120307	10/11/2016	10/17/2016	302295	395.84
VERL O CHILDERS JR PH D	2017 161-576-651	MHA - EXC-POST A	NO CASE #	248	10/05/2016	10/17/2016		383.30
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								779.14



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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	NW2100	200514260	10/12/2016	10/17/2016		934.62
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	YARD	232672	10/11/2016	10/17/2016		148.04
HOLT CAT	2016 211-611-321	MAINTENANCE SUPP	UNIT 12 - FUEL WATE	PIM00319236	10/12/2016	10/17/2016	302433	113.96
TOMMY MONTGOMERY SAND &	2016 211-611-376	ROAD MATERIAL	NW1170, NW1180, NW1	001842	10/13/2016	10/17/2016		23,628.54
TOMMY MONTGOMERY SAND &	2016 211-611-376	ROAD MATERIAL	NW1170, NW1220, NW1	001846	10/13/2016	10/17/2016		29,766.20
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								54,591.36

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATMOS ENERGY	2016 212-612-430	UTILITIES	3040895002 09/08/16	5002 - OCT 2	10/13/2016	10/17/2016		42.07
B & G AUTO PARTS	2016 212-612-321	MAINTENANCE SUPP	UNIT 230 - BATTERIE	611455	10/12/2016	10/17/2016	302467	245.90
B & G AUTO PARTS	2016 212-612-321	MAINTENANCE SUPP	UNIT 225G - BATTERI	611465	10/12/2016	10/17/2016	302467	399.90
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	NE3180	543390	10/12/2016	10/17/2016		361.50
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	NE3081	543571	10/12/2016	10/17/2016		549.38
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE2240	543784	10/12/2016	10/17/2016		726.54
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	ASP	544307	10/12/2016	10/17/2016		725.41
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE2260, NE2160	544142	10/12/2016	10/17/2016		722.49
O'REILLY AUTOMOTIVE STO	2016 212-612-321	MAINTENANCE SUPP	UNIT 226 - DISTRIBU	0763-442537	10/12/2016	10/17/2016	302442	111.73
O'REILLY AUTOMOTIVE STO	2016 212-612-495	MISCELLANEOUS	UNIT 226 - STEERING	0763-442537	10/12/2016	10/17/2016	302442	9.99
O'REILLY AUTOMOTIVE STO	2016 212-612-495	MISCELLANEOUS	UNIT 209 - STEERING	0763-442537	10/12/2016	10/17/2016	302442	12.99
O'REILLY AUTOMOTIVE STO	2016 212-612-495	MISCELLANEOUS	UNIT 28 - STEERING	0763-442537	10/12/2016	10/17/2016	302442	12.99
O'REILLY AUTOMOTIVE STO	2016 212-612-495	MISCELLANEOUS	UNIT 24 - STEERING	0763-442537	10/12/2016	10/17/2016	302442	12.99
OWEN HARDWARE INC	2016 212-612-321	MAINTENANCE SUPP	UNIT 24 - RIVET	AA54675	10/12/2016	10/17/2016	300065	17.97
PHILLIPS TIRE	2016 212-612-445	REPAIRS & MAINTEN	UNIT 28 - FLAT	262	10/12/2016	10/17/2016	300066	12.00
TIMCO BLASTING & COATIN	2016 212-612-376	ROAD MATERIAL	SE3020, SE3070, ASP	016443	10/12/2016	10/17/2016		7,594.16
WARREN PRODUCTS	2016 212-612-321	MAINTENANCE SUPP	HEX NUTS, WASHERS,	16088	10/07/2016	10/17/2016	302365	142.51
WARREN PRODUCTS	2016 212-612-321	MAINTENANCE SUPP	SHIPPING	16088	10/07/2016	10/17/2016	302365	16.89
WELCH STATE BANK	2017 212-612-573	CAPITAL LEASE PR	LEASE NO. 57689	OCT 2016	10/13/2016	10/17/2016		2,103.84
WELCH STATE BANK	2017 212-612-574	CAPITAL LEASE IN	LEASE NO. 57689	OCT 2016	10/13/2016	10/17/2016		296.71
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								14,117.96

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 213-613-376	ROAD MATERIAL	SE2359B, SE2350, SE	200515439	10/12/2016	10/17/2016		6,551.22
APAC TEXAS INC	2016 213-613-376	ROAD MATERIAL	SE2356B, SE2359, SE	200515823	10/12/2016	10/17/2016		9,181.92
BIG H TIRE SERVICE	2016 213-613-445	REPAIRS & MAINT	MOTOR GRADER - MOUN	162457	10/12/2016	10/17/2016	302428	307.60
BIG H TIRE SERVICE	2016 213-613-445	REPAIRS & MAINT	UNIT 305 - FLATS	161925	10/17/2016	10/17/2016		164.10
CORSICANA WELDING & IND	2017 213-613-445	REPAIRS & MAINT	10/01/16 - 09/30/17	392210	10/11/2016	10/17/2016		432.00
FASTENAL - TXMAS	2016 213-613-321	MAINTENANCE SUPP	PAINT MARKER	TXCOS84884	10/13/2016	10/17/2016	300076	15.60
GILFILLAN HARDWARE	2016 213-613-321	MAINTENANCE SUPP	PRESSURE WASHER - D	64679/1	10/13/2016	10/17/2016	300077	27.98
K & S TIRE TOWING & REC	2016 213-613-445	REPAIRS & MAINT	UNIT 322 - INSPECTI	63634	10/12/2016	10/17/2016	300081	7.00
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA JUN - SW4280	544308	10/12/2016	10/17/2016		542.93
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	RICHLAND YARD	543391	10/12/2016	10/17/2016		384.73
KNIFE RIVER CORPORTATIO	2016 213-613-376	ROAD MATERIAL	FEMA JUN - SW4270,	543391	10/12/2016	10/17/2016		789.24
REPUBLIC SERVICES #069	2017 213-613-430	UTILITIES	3-0069-0027743 - SE	0069-0008319	10/13/2016	10/17/2016		82.42
VICTOR WALTHER	2016 213-613-495	MISCELLANEOUS	MEAL FOR TRUSTEES	REIMB - 09/2	10/11/2016	10/17/2016		57.69
VICTOR WALTHER	2016 213-613-495	MISCELLANEOUS	MEAL FOR TRUSTEES	REIMB - 09/1	10/13/2016	10/17/2016		43.74
VICTOR WALTHER	2016 213-613-495	MISCELLANEOUS	MEAL FOR TRUSTEES	REIMB - 09/1	10/13/2016	10/17/2016		41.84
-----								18,630.01

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	BGSP	232671	10/11/2016	10/17/2016		252.01
CORSICANA WELDING & IND	2017 214-614-445	REPAIRS & MAINTEN	10/01/16 - 09/30/17	392212	10/11/2016	10/17/2016		648.00
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	SW1120	544143	10/12/2016	10/17/2016		757.28
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	SW1120	543785	10/12/2016	10/17/2016		767.63
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	SW1140	543572	10/12/2016	10/17/2016		767.49
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	NW3150, SW1140	543392	10/12/2016	10/17/2016		575.70
KNIFE RIVER CORPORTATIO	2016 214-614-376	ROAD MATERIAL	SW1120	544309	10/12/2016	10/17/2016		381.75
TIMCO BLASTING & COATIN	2016 214-614-376	ROAD MATERIAL	FEMA JUN - NW3050	016442	10/13/2016	10/17/2016		4,065.37
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA JUN - SW4190,	001843	10/13/2016	10/17/2016		19,069.00
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA JUN - NW4050,	001845	10/13/2016	10/17/2016		8,188.55
								-----
								35,472.78

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
BIZZY BEAR INSTALLATION	2016 240-403-575	MACHINERY & EQUI	MOBILE FILING SYSTE	NCC#1601	10/13/2016	10/17/2016	301969	48,845.00
SOUTHWEST FILING & STOR	2016 240-440-575	MACHINERY & EQUI	MOBILE FILING SYSTE	14934	10/13/2016	10/17/2016	301568	17,264.00
								-----
								66,109.00

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
THEDFORD OFFICE SUPPLY	2016 242-410-390	COMPUTER SUPPLIE	CAT5E PATCH CABLES	28063	10/13/2016	10/17/2016	302371	159.00
THEDFORD OFFICE SUPPLY	2016 242-410-390	COMPUTER SUPPLIE	5 PORT POE SWITCHES	28063	10/13/2016	10/17/2016	302371	424.95
THEDFORD OFFICE SUPPLY	2016 242-410-390	COMPUTER SUPPLIE	8 PORT POE SWITCHES	28063	10/13/2016	10/17/2016	302371	799.95
THEDFORD OFFICE SUPPLY	2016 242-410-390	COMPUTER SUPPLIE	TRIPPLITE UPS RACK-	28063	10/13/2016	10/17/2016	302371	657.00
								-----
								2,040.90

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GEXA ENERGY - DALLAS	2016 318-516-418	FACILITIES	8404 ESTERS BLVD 09	2319941-3 -	10/05/2016	10/17/2016		545.01
GEXA ENERGY - HOUSTON	2016 318-516-418	FACILITIES	8404 ESTERS BLVD 08	21911491-4	10/13/2016	10/17/2016		3,138.70
VERIZON WIRELESS INC	2016 318-526-585	EQUIPMENT	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		237.48
VERIZON WIRELESS INC	2016 318-526-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		1,183.30
VERIZON WIRELESS INC	2016 318-515-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		259.92
VERIZON WIRELESS INC	2016 318-522-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		353.99
VERIZON WIRELESS INC	2016 318-517-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		219.99
VERIZON WIRELESS INC	2016 318-523-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		480.12
VERIZON WIRELESS INC	2016 318-527-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		587.20
VERIZON WIRELESS INC	2016 318-524-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		265.65
VERIZON WIRELESS INC	2016 318-525-411	SERVICES	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		1,207.68
VERIZON WIRELESS INC	2016 318-525-585	EQUIPMENT	920410632-00001 08/	9772819375	10/17/2016	10/17/2016		237.48
24 HOUR INC	2016 318-516-418	FACILITIES	M1506 - JUL 2016	W14156	10/12/2016	10/17/2016		835.00
								-----
								9,551.52

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

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH METAL DETECTORS	11697	10/17/2016	10/17/2016	301466	11,694.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH IP SECURITY CAMERA	11698	10/17/2016	10/17/2016	301466	50,096.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH DOOR ACCESS CONTROL	11699	10/17/2016	10/17/2016	301466	8,939.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH WAVE-PLUS PANIC SYS	11700	10/17/2016	10/17/2016	301466	13,765.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH MONITORED ALARM SYS	11701	10/17/2016	10/17/2016	301466	5,210.95
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH DOOR EXIT ALARMS	11702	10/17/2016	10/17/2016	301466	3,990.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH MONITORED ALARM SYS	11703	10/17/2016	10/17/2016	301466	3,488.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH ADDITIONAL CAMERAS	11810	10/17/2016	10/17/2016	301466	31,453.00
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH GV-AS ID CARDS	11830	10/17/2016	10/17/2016	301466	690.45
GUARDIAN SECURITY SERVI	2016 701-410-540	IMPROVEMENTS	OTH SHIPPING	11830	10/17/2016	10/17/2016	301466	25.00
LOCHRIDGE PRIEST INC -	2016 701-410-445	REPAIRS & MAINTN	SERVER ROOM - REPAI	CS717	10/05/2016	10/17/2016	302130	112.50
								-----
								129,463.90
TOTAL PAYABLES								412,269.37





## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

JOHN HELLERSTEDT, M.D.  
COMMISSIONER

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

September 8, 2016

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

Dear Judge Davenport:

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

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

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

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

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

Sincerely,

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

rm

Enclosure/s



## APPOINTMENT OF HEALTH AUTHORITY

### General Instructions

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

### Definition and Term of Office

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

Health authorities can be appointed by the following:

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

### Duties

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

### Required Forms

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

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

### Questions

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

[Texas Department of State Health Services Health Service Region Offices.](#) This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

[Map of DSHS Health Service Regions.](#) This page provides a map showing the regional boundaries.



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I KENT ROGERS MD do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Kent Rogers MD  
Affiliated Signature

KENT ROGERS MD  
Printed Name

MEDICAL Director Corsicana-Navarro County  
Position to Which Elected/Appointed Public Health Dept  
CORSICANA-NAVARRO Co. TEXAS  
City and/or County

SWORN TO and subscribed before me by affiant on this 7 day of October 2016.

H.M. Davenport, Jr.  
Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

H.M. DAVENTPORT, Jr.  
Printed Name

NAVARRO County Judge  
Title

## **Instructions for Completing and Filing the Oath of Office**

### **EXECUTION OF THE OATH OF OFFICE**

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

### **ADMINISTRATION OF THE OATH OF OFFICE**

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

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

### **COMPLETION OF THE OATH OF OFFICE FORM**

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

### **FILING OF THE OATH OF OFFICE**

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

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



# OATH OF OFFICE

## For Health Authorities in the State of Texas

I, KENT ROGERS MD, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Kent Rogers MD  
Affiant

301 Hospital Dr Corsicana TX 75110  
Mailing Address ZIP

903 872 3005  
(Area Code) Phone Number (day and evening)

krogers@msacorsicana.com  
Email Address

SWORN TO and subscribed before me this 7 day of October, 2016.

H.M. Davenport, Jr.  
Signature of Person Administering Oath

H. M. DAVENTPORT, Jr.  
Printed Name

NAVARRO County Judge  
Title

(Seal)



# Certificate of Appointment

For a  
**Health Authority**

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- Commissioners Court for NAVARRO County
- Governing Body for the Municipality of \_\_\_\_\_
- Director, \_\_\_\_\_ Health Department
- Director, \_\_\_\_\_ Public Health District

I, H. M. DAVENPORT, Jr., acting in my capacity as:

(Check the appropriate designation below)

- County Judge or Designee
- Mayor or Designee
- Non-physician and the Local Health Department Director
- Non-physician and the Public Health District Director

do hereby certify the physician, KENT ROGERS, MD., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

- Health Authority
- Health Authority Designee

for the jurisdiction of NAVARRO County, Texas.

Date term of office begins October 7, 2016

Date term of office ends October 6, 2018, unless removed by law.

I certify to the above information on this the 7 day of October, 2016.

[Signature]  
Signature of Appointing Official



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

JOHN HELLERSTEDT, M.D.  
COMMISSIONER

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

### Local Health Authority Contact Information

Name: KENT ROGERS (M) Date: 10/6/16  
 County/City: NAVARRO COUNTY CORSICANA  
 Home Phone: (903) 872-4853 Home Fax: (903) 872-9885  
 Work Phone: (903) 872-3005 EXT 380 Work Fax: (903) 874-5198  
 Cell Phone: (903) 875-4038 24/Emergency: ( ) -  
 E-Mail Address: rogers@msaconic.com

These numbers will be kept confidential and only those with authority will be contacting you. It is very important that we contact you in case of an event. If you should have to change your contact information please contact Rosylyn Morris at 817-264-4502, [rosylyn.morris@dshs.state.tx.us](mailto:rosylyn.morris@dshs.state.tx.us).

Thank you for your cooperation,

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

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

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

### **GENERAL INFORMATION**

ALL information must be typed or written legibly.

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

### **COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM**

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

### **FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER**

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

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



# AIA<sup>®</sup> Document G701™ – 2001

## Change Order

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

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COP #082: Basement Cabling \$2,300.00

The original Contract Sum was	\$ 8,915,500.00
The net change by previously authorized Change Orders	\$ 1,197,983.75
The Contract Sum prior to this Change Order was	\$ 10,113,483.75
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,300.00
The new Contract Sum including this Change Order will be	\$ 10,115,783.75

The Contract Time will be increased by Zero (0) days  
The date of Substantial Completion as of the date of this Change Order therefore is 730 days from commencement

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

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

1113 Architects, Inc	Phoenix I Restoration and Construction, Ltd.	Navarro County
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
1506 S. Elm Street, Georgetown, Texas 77826	14032 Distribution Way, Farmers Branch, Texas 75234	300 West 3rd Avenue, Corsicana, TX 75110
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
BY (Signature) <i>Thomas Nichols</i>	BY (Signature) <i>Dale C. Sellers</i>	BY (Signature) <i>Judge H.M. Davenport</i>
(Typed name) Thomas Nichols	Dale C. Sellers (Typed name)	Judge H.M. Davenport (Typed name)
DATE 10 Oct. '16	10-5-2016 DATE	10-17-16 DATE

RECEIVED

OCT 03 2016

NAVARRO COUNTY  
AUDITOR'S OFFICE



4191

9

### Departmental Purchase Requisition

Vendor JPX America Inc (new vendor)  
 Address P.O. Box 7400  
 City Huntsville  
 State/Province TX Zip/Postal Code 77342  
 Country

Account Number 101-560-320  
 Request Date 10-03-2016  
 Phone Number 936 730 8326  
 Fax Number 936 730 8329  
 Contact Name Ron / Darron

Item No.	Description	Quantity	Unit Cost	Amount	
	JPX Centurion L.E. Orange w/ laser Piggy Bk-R	50	\$675.95	\$33,797.50	
	L.E. OC Lg. (case) 20 ct.	7	\$799.00	\$5,593.00	
	JPX C. L.E. Pepper Gun Instructor Course	2	\$675.00	\$1,350.00	
	shipping	1	\$873.24	\$873.24	
<b>Comments</b>				<b>Total</b>	<b>\$41,613.74</b>
					\$0.00
					\$0.00
				Shipping Charge	\$0.00
				<b>Grand Total</b>	<b>\$41,613.74</b>

*Elise Tamm*  
 Authorized By Elected/Appointed Official  
 Date 10-03-2016

Return To: Navarro County Auditor's Office  
 300 West 3rd Avenue, Suite 10  
 Corsicana, TX 75110

Auditor Use Only  
 Vendor No: \_\_\_\_\_  
 Purchase Order No: \_\_\_\_\_  
 G/L Account No: \_\_\_\_\_  
 Auditor Approval: \_\_\_\_\_

4442

RECEIVED

OCT 03 2016

NAVARRO COUNTY  
AUDITOR'S OFFICE



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

Estimate

Number E320  
Date 10/3/2016

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

Ship To  
Sheriff Tanner  
Navarro County Sheriff's Office  
312 W. 2nd Avenue  
Corsicana, TX 75110

Agencies P.O. Number	Terms	Tracking Number	Rep. Ron/Darron	State/Region TX/1
----------------------	-------	-----------------	--------------------	----------------------

Product Description	Quantity	Price/Rate	Amount
JPX Centurion L.E. Orange w/Laser Piggy Bk-R	50.00	\$675.95	\$33,797.50
L.E. OC Lg. (Case) 20ct	7.00	\$799.00	\$5,593.00
JPX C. L.E. Pepper Gun Instructor Course	2.00	\$675.00	\$1,350.00
JPX C. L.E. Pepper Gun Instructor Course	1.00	\$0.00	\$0.00

Shipping/Handling/Ins. \$873.24

Sub Total \$41,613.74

Total \$41,613.74



### Software as a Service and Professional Services Agreement

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

#### Background

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

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

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

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

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – General Terms & Conditions
- Exhibit B. – Service Level Terms and Conditions
- Schedule B-1. – Application Availability Period Service Level

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

#### TYLER TECHNOLOGIES, INC.

#### CLIENT

Signature: \_\_\_\_\_

Signature: *H. M. Davenport, Jr.*

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

Date: 10-17-16

Name: \_\_\_\_\_

Name: H. M. DAVENPORT, Jr.

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

Title: Navarro Co Judge

Address: 5101 Tennyson Parkway

Address: 300 W. 3<sup>rd</sup> Ave.

Plano, Texas 75024

CORSICANA TX 75110

**(Schedule 1)  
Investment Summary**

Software Licenses and ASP Fee			
<b>Hosting Term</b>		<b>Contract Term</b>	
Beginning on October 15, 2016		Commencing on Effective Date	
<b>SaaS Fee Payments</b>		<b>SaaS Fee Annual Amount</b>	
First payment due on October 15, 2016 and then annually in advance thereafter.		\$42,000 per Year	
<b>Software Licenses</b>			
	<u>No.</u>	<u>Cost/User</u>	<u>SaaS Fee</u>
<b>Odyssey Online - Licensed Software</b>	<b>Users</b>	<b>per Month</b>	<b>(Annual)</b>
Odyssey Case Manager	14	250.00	\$42,000
		<b>Total Annual SaaS Fee</b>	<b>\$42,000</b>
<b>Embedded Third Party Software</b>			
None			
<b>Implementation Services</b>			
<b>Professional Services</b>			
<b>T&amp;M Services</b>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Project Management	24	170.00	\$4,080
Deployment	60	155.00	\$9,300
		<b>Subtotal T&amp;M Services</b>	<b>\$13,380</b>
		<b>Estimated Travel Expenses</b>	<b>\$347</b>
		<b>Total Implementation Services</b>	<b>\$13,727</b>

4195

**(Schedule 1)  
Investment Summary**

(Exhibit A)  
General Terms and Conditions

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excluding any Tyler holiday.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.5. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.6. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.7. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.8. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.9. Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.

1.10. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.11. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.12. Licensed Property means the Licensed Software and the Documentation.

1.13. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software, and (c) any Local Enhancements.

1.14. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.15. Party means, individually, Tyler and Client.

1.16. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.17. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.18. Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B

1.19. T&M means time and materials.

1.20. Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.21. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.22. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

1.23. Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

2. TITLE AND LICENSE

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

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

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

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

2.3. Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. FEES AND INVOICING

3.1. SaaS Fee. Tyler shall invoice Client for the SaaS Fee as set forth on the Investment Summary, and Client shall make payment in accordance with Section 3.4.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4.

3.3. Expenses. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4. Invoice and Payment. Tyler shall invoice Client for professional services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:  
Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc. - Operating

4. PROJECT IMPLEMENTATION

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

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

4.2. Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

4.3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

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

6. VERIFICATION OF THE LICENSED SOFTWARE

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof, which shall be Client's sole right and remedy against Tyler.

6.2. Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.

6.3. Use. Notwithstanding anything to the contrary herein, Client's use of the Licensed Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

7. TRAINING

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

8. MAINTENANCE AND SUPPORT SERVICES

8.1. Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software or Client's use, whichever occurs first, Tyler shall



provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

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

9. **TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION**

9.1. Protection of Tyler Confidential and Proprietary Information. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

9.2. Judicial Proceedings. If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

10. **REPRESENTATIONS AND WARRANTIES**

10.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

10.2. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client.

10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

10.4. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

10.5. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

10.6. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this

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

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

11. **LIMITATION OF LIABILITY**

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

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

12. **INDEMNIFICATION**

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

12.2. Intellectual Property.

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

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third

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

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

### 13. TAXES

13.1. **Tax Exempt Status.** Client represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

13.2. **Employee Tax Obligations.** Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

### 14. INSURANCE

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

### 15. TERM, SUSPENSION, AND TERMINATION

15.1. **Term.** The term of this Agreement (the "Term") shall commence on the start date specified in the Investment Summary and continue for the subscription term specified therein. Except as otherwise specified in the Investment Summary, the term of this Agreement, and the corresponding payment of all SaaS Fees, shall automatically renew for additional periods equal to the then expiring subscription term or one year (whichever is longer), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

15.2. **Early Termination by Client.** This Agreement may be terminated by Client prior to the end of the then current term by Client providing Tyler with (a) ninety (90) days written notice of its intent to terminate, and (b) payment equal to the lesser of (i) 50% of the SaaS Fees still due for the remainder of the then current term or (ii) one year's SaaS Fees.

15.3. **Termination for Cause.** Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Client to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(b) No Party may terminate this Agreement under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.

(c) Upon any termination for Cause by Client, Tyler shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by Tyler, Client shall pay Tyler the lesser of (a) any unpaid SaaS Fees covering 50% of remainder of the Term after the effective date of termination, or (b) one year's SaaS Fees. In no event shall any termination relieve Client of the obligation to pay any fees payable to Tyler for the period prior to the effective date of termination.

15.4. **Effect of Termination.** Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Client's access to the licensed applications shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, Tyler will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Client shall return all documentation, products, Tyler Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Client by Tyler.

15.5. **Survival.** The following provisions shall survive after the Term of this Agreement: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

### 16. DISPUTE RESOLUTION

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

### 17. MISCELLANEOUS

17.1. **Assignment.** Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

17.2. **Cumulative Remedies.** Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

17.3. **Notices.** Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at

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

17.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

17.6. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

17.7. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

17.10. Governing Law. Any legal action filed in court as a result of a dispute arising out of or relating to this Agreement or the breach thereof shall be filed in a State District or Federal Court serving Navarro County, Texas.

17.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense.

17.12. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

17.14. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to

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

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

17.17.

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Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

17.18 Terms Not Defined Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").

17.19. Application Availability Period has the meaning set forth in Schedule B-1.

17.20 Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.

17.21. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

17.22. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

17.23. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.

17.24. Operational Maintenance Window has the meaning set forth in Schedule B-1.

17.25. Service Level 1 Defect Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchasers remote locations; (c) systemic loss of multiple essential system functions.

17.26. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

17.27. Service Level 3 Defect means a Priority 1 Defect with an existing Circumvention Procedure, or a Priority 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.

17.28. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

17.29. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

17.30. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

18. CLIENT RESPONSIBILITIES

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

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

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

19. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

19.1. Application Availability.

(a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule B-1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure (as set forth in Exhibit A, Section 17.14).

19.2. Operations Support; Procedures for Reporting Downtime.

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure after normal Business Hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

19.3. Credit for Downtime.

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Client shall earn a credit towards the next annual payment as follows:

- (i) if the average percentage of Downtime during the prior quarter is less than 4%, no Downtime credit shall be earned;
(ii) if the average percentage of Downtime during the quarter is between 4% and 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 3% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due; and
(iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 5% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may

occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated annual SaaS Fee for any one quarter.

**20. TYLER RESPONSIBILITIES – HELP DESK**

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

**21. TYLER RESPONSIBILITIES – DOCUMENTED DEFECTS**

**21.1. General Services for Reporting Documented Defects.**

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Priority and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

**21.2. Service Level 1 Defects** Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

**21.3. Service Level 2 Defects.** Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state

**21.4. Service Level 3 Defects.** Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

**21.5. Service Level 4 Defects.** Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

**21.6. Help Desk & Desktop Support.** Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

**21.7. Technical Server & Systems Support.** Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

**22. ADDITIONAL SUPPORT SERVICES**

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

**23. VERSION RELEASES**

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

**24. THIRD PERSON SOFTWARE**

**24.1. Notice of New Third Person Software.** Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.

**24.2. Tyler Certification.** At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

**24.3. Costs.** Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

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(Schedule B-1)  
**Application Availability Period Service Levels**

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