

COMMISSIONERS COURT AGENDA
Tuesday, July 22, 2025
9:30 a.m.



Striving for Excellence

COMMISSIONERS COURT
Neal Franklin, County Judge
Commissioner Christina Drewry, Precinct 1
Commissioner John Moore, Precinct 2
Commissioner J Scott Herod, Precinct 3
Commissioner Ralph Caraway Sr, Precinct 4



**COUNTY OF SMITH
COMMISSIONERS COURT
200 E. Ferguson, Suite 100
Tyler, Texas 75702**

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, July 22, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

**CALL TO ORDER
DECLARE A QUORUM PRESENT
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED
INVOCATION
PLEDGE OF ALLEGIANCE**

PUBLIC COMMENT: Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

OPEN SESSION:

COURT ORDERS

COMMISSIONERS COURT

1. Consider and take necessary action to approve a bond for appointed Smith County Treasurer Atonia Rawlings, effective August 1, 2025, through December 31, 2026, and authorize the County Judge to sign all related documentation.
2. Consider and take necessary action to approve a two-year bond for the Smith County Assistant Treasurer Dylan Simmons, beginning August 1, 2025, and authorize the County Judge to sign all related documentation.

TAX OFFICE

3. Consider and take necessary action to approve the proposed Automated Clearing House (ACH) Processing Services agreement with Accelerated Card Company LLC., DBA Certified Payments and authorize the County Judge to sign all related documentation.

INFORMATION TECHNOLOGY

4. Consider and take necessary action to approve an interlocal agreement between Smith County 9-1-1 Emergency Services District and Smith County for Geographic Information System (GIS) Consortium Services for a total annual cost of \$35,000 and authorize the County Judge to sign all related documentation.
5. Consider and take necessary action to approve a contract with Civic Plus for Social Media Archiving utilizing the General Services Administration (GSA) contract #GS-35F-0124U, with an initial cost of \$10,998 for Year 1 and \$9,998 for all following years and authorize the County Judge to sign all related documentation.
6. Consider and take necessary action to approve a contract with Civic Plus for a Chatbot Website Subscription utilizing the General Services Administration (GSA) contract #GS-35F-0124U for an initial prorated cost of \$3,250.79 with a recurring annual cost of \$9,950 and authorize the County Judge to sign all related paperwork.
7. Consider and take necessary action to approve a contract with Johnson Control for a Building Automation System Upgrade through the Sourcewell Cooperative Contract #080824 JHN for a total cost of \$36,720 and authorize the County Judge to sign all related paperwork.
8. Consider and take necessary action to approve a contract with Johnson Control for a Building Automation System Maintenance Support Contract through the Sourcewell Cooperative Contract #080824 JHN for a recurring annual cost of \$26,630 and authorize the County Judge to sign all related paperwork.
9. Consider and take necessary action to approve an agreement between Smith County and CSC Holdings, LLC on behalf of Cequel Communications, LLC DBA Optimum/Optimum Business, formerly known as Suddenlink Communications, for a monthly cost of \$350 and authorize the County Judge to sign all related documentation.

SHERIFF'S OFFICE

10. Consider and take necessary action to approve an agreement between Smith County and Tech Friends for services at Smith County Jail facilities and authorize the County Judge to sign all necessary documentation.

RECURRING BUSINESS

ROAD AND BRIDGE

11. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 46, CenterPoint Energy, install service line, Precinct 4,
 - b. County Road 313 E, Leidos, install service line, Precinct 3,
 - c. County Road 47, Kaufman Development & Construction, LLC, install water line, Precinct 4,
 - d. County Road 178, Benchmark Design Group, install sewer main and water line, Precinct 1; and
 - e. County Road 178, Benchmark Design Group, install storm pipe, headwall and metal beam guard fence, Precinct 1

AUDITOR'S OFFICE

12. Receive monthly Auditor report and Executive Summary for June 2025.
13. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 7/18/2025

Time: 2:00 p.m.


NEAL FRANKLIN, COUNTY JUDGE

Posted By: Rachel McCord

1

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 7/15/2025	Submitted by: Rachel McCord
Meeting Date: 7/22/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Bond - Atonia Rawlings, Treasurer	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a bond for appointed Smith County Treasurer, Atonia Rawlings, effective August 1, 2025 through December 31, 2026, and authorize the County Judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Rachel McCord	Email: rmccord@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Smith } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 67551555

That we, Atonia L Rawlings, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto County Judge, his successors in office,
in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 10th day of July, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the 10th day of July, 2025, duly Appointed
(Elected—Appointed)
to the office of County Treasurer in and for Smith County, State of Texas, for
a term of 1 year commencing on the 1st day of August, 2025.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully execute the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date _____, _____

_____ Clerk

_____ County Judge,

County Court _____ County

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk

By _____ Deputy

County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 10th day of July,
2025, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Petrik
Notary Public

My Commission Expires August 11, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Treasurers County of Smith

bond with bond number 67551555

for Atonia L Rawlings

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 10th day of July,
2025.

ATTEST

L. Bauder

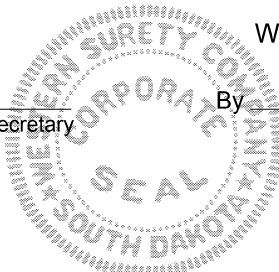
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

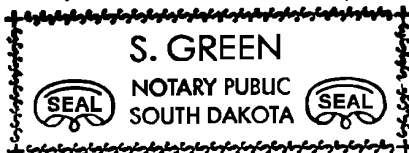
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 10th day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



S. Green

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Rachel McCord

From: Kimberly Benson <Kimberly.Benson@hibbshallmark.com>
Sent: Wednesday, July 16, 2025 9:05 AM
To: Christina Haney
Cc: Rachel McCord
Subject: RE: Bond for New Appointed Treasurer

This Message Is From an External Sender

This message came from outside your organization.

DO NOT click or open links, or open attachments without positive sender verification. NEVER enter USERNAME, PASSWORD or any other sensitive information on linked pages from this email.

[Report Suspicious](#)

Good Morning,

I was able to review the Bond information on CNA website and have confirmed that the bond is effective 8/1/25 to 12/31/26:

Effective Date: 08/01/2025
Expiration Date: 12/31/2026
Current Penalty: \$5,000.00

Apologies for the confusion. Thank you!

Best Regards,

Kim Benson, TIIA, CISR

Sr. CL Account Manager / Team Lead Supervisor
Hibbs-Hallmark & Company
(903)266-5629 Direct
(903)581-5988 fax
(800)765-6767



CA License No. 0152087

Website: www.hibbshallmark.com

What is myHHC? Click [here](#) to learn more.

Note: New coverage, additional coverage and/or policy changes ARE NOT AUTOMATICALLY BOUND by voice mail, fax, nor by e-mail request. You should follow-up with your agency representative.

NOTICE OF CONFIDENTIALITY

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Wire Alert

Heartland Security Insurance Group monitors closely for cyber theft, which is rampant. CALL our office to verify the account number and routing number before you wire money. IF YOU ARE DUE FUNDS, we will call a trusted number to verify your wiring instructions before wiring funds.

From: Christina Haney <CHaney@smith-county.com>
Sent: Tuesday, July 15, 2025 3:44 PM
To: Kimberly Benson <Kimberly.Benson@hibbshallmark.com>
Cc: Rachel McCord <RMcCord@smith-county.com>
Subject: RE: Bond for New Appointed Treasurer

This Message Is From an External Sender

This message came from outside your organization.

Atonia's bond says it is valid for one year starting August 1.
However, you mentioned it is good through 12/31/26.
I just want to confirm—will she be covered through 12/31/26?

Thanks,

Christina Haney
Smith County
Assistant Purchasing Director
200 E Ferguson, Suite 414
Tyler, TX 75702
903-590-4725
chaney@smith-county.com

From: Kimberly Benson <Kimberly.Benson@hibbshallmark.com>
Sent: Thursday, July 10, 2025 9:24 AM
To: Christina Haney <CHaney@smith-county.com>
Cc: Rachel McCord <RMcCord@smith-county.com>
Subject: RE: Bond for New Appointed Treasurer

This Message Is From an External Sender

This message came from outside your organization.

DO NOT click or open links, or open attachments without positive sender verification. NEVER enter USERNAME, PASSWORD or any other sensitive information on linked pages from this email.

[Report Suspicious](#)

Good Morning,

Please see the attached Bond Copy for Atonia Rawlings – Treasurer, Effective 8/1/25 to 12/31/26. The invoice for this bond is also attached and is due and payable to Hibbs-Hallmark & Company.

I have also requested cancellation of the Bond for Atonia Rawlings – Assistant Treasurer. This Bond actually renewed on 5/17/25 and has already been paid so you will receive a refund directly from CNA for the return premium.

Please let me know if you have any additional questions. Thank you.

Best Regards,

Kim Benson, TIIA, CISR

Sr. CL Account Manager / Team Lead Supervisor

Hibbs-Hallmark & Company

(903)266-5629 Direct

(903)581-5988 fax

(800)765-6767



CA License No. 0152087

Website: www.hibbshallmark.com

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Wire Alert

Heartland Security Insurance Group monitors closely for cyber theft, which is rampant. CALL our office to verify the account number and routing number before you wire money. IF YOU ARE DUE FUNDS, we will call a trusted number to verify your wiring instructions before wiring funds.

From: Christina Haney <CHaney@smith-county.com>

Sent: Thursday, July 10, 2025 8:41 AM

To: Kimberly Benson <Kimberly.Benson@hibbshallmark.com>

Cc: Rachel McCord <RMcCord@smith-county.com>

Subject: Bond for New Appointed Treasurer

This Message Is From an External Sender

Kim,

Attached is the new bond application for Atonia Rawlings.
She is the assistant Treasurer but will be appointed to the Treasurer position starting 8/1/2025.
The term will be until 12/31/2026.

We will also need to cancel her Assistant Treasurer bond #71787338 effective 8/1/2025. (also attached)

Thanks for your help,

Christina Haney
Smith County
Assistant Purchasing Director
200 E Ferguson, Suite 414
Tyler, TX 75702
903-590-4725
chaney@smith-county.com

2

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 7/15/2025	Submitted by: Rachel McCord
Meeting Date: 7/22/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Bond - Dylan Simmons, Assistant Treasurer	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a two-year bond for the Smith County Assistant Treasurer, Dylan Simmons, beginning August 1, 2025, and authorize the County Judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Rachel McCord	Email: rmccord@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Smith } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 67553529

That we, Dylan W Simmons, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto 1 County Judge, his successors in office,
in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 11th day of July, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the 11th day of July, 2025, duly Appointed
Assistant County (Elected—Appointed)
to the office of Treasurer in and for 3 Smith County, State of Texas, for
a term of 2 year s commencing on the 1st day of August, 2025.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully execute the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date _____, _____

_____ Clerk

_____ County Judge,

County Court _____ County

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk

By _____ Deputy

County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 11th day of July,
2025, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Petrik
Notary Public

My Commission Expires August 11, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Treasurers County of Smith

bond with bond number 67553529

for Dylan W Simmons

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 11th day of July,
2025.

ATTEST

L. Bauder

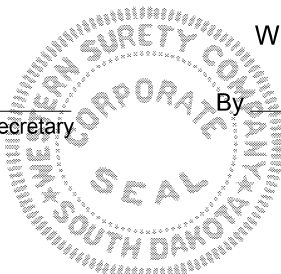
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

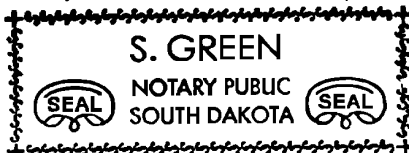
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 11th day of July, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



**OFFICE OF
SMITH COUNTY TREASURER
200 EAST FERGUSON, SUITE 402
TYLER, TEXAS 75702
TELEPHONE 903-590-4730
FAX 903-590-4733**

July 18, 2025

**To Commissioner's Court
200 E. Ferguson
Tyler, TX. 75702**

Pursuant to Local Government Code 83.009 amendments effective September 1, 2011, Dylan Simmons is hereby appointed as the Smith County Assistant Treasurer. According to Local Government Code, the Assistant Treasurer "acts in the name of the County Treasurer as directed by the County Treasurer and may perform all official acts that the County Treasurer may perform at the discretion of the County Treasurer."

The amendments to the Local Government Code 83.008 and 83.009 require Dylan's appointment as Assistant Treasurer to be signed by the County Treasurer and to bear the seal of the County Court. The amendments additionally require a surety bond to be executed to cover the Assistant Treasurer when the County Treasurer only employs one assistant or deputy. Finally, the amendments require Dylan's appointment as Assistant Treasurer before executing the necessary surety bond.

Dylan's appointment as Smith County Assistant Treasurer will be effective August 1, 2025, and this document receiving the seal of the County Court.

Thank you for your help in this matter.

Sincerely,



**Atonia Rawlings, CCAT-CIO
Smith County Assistant Treasurer (Appointed Future Treasurer 8/1/2025)**

Sec. 83.009. ASSISTANT TREASURER OR TREASURY DEPUTY.

(a) The appointment of an assistant treasurer or treasury deputy must be in writing, be signed by the county treasurer, and bear the seal of the county court.

(b) A person appointed as an assistant treasurer or treasury deputy, before beginning to perform the duties of office, must take and subscribe the official oath, which, together with the certificate of the officer administering the oath, must be endorsed on the appointment. The appointment and oath shall be deposited and recorded in the county clerk's office.

(c) An assistant treasurer or treasury deputy acts in the name of the county treasurer as directed by the county treasurer and may perform all official acts that the county treasurer may perform at the discretion of the county treasurer.

Added by Acts 2011, 82nd Leg., R.S., Ch. 606 (S.B. [373](#)), Sec. 4, eff. September 1, 2011.

Sec. 83.008. SURETY BOND ON ASSISTANT TREASURERS, DEPUTIES, AND EMPLOYEES; SELF-INSURANCE. (a) If a county treasurer employs only one assistant or deputy, the county treasurer shall execute a surety bond to cover the assistant or deputy and shall execute a schedule surety bond or a blanket surety bond to cover all other employees of the office. If a county treasurer employs more than one assistant or deputy, the county treasurer shall execute a blanket surety bond to cover the assistants or deputies and all other employees of the office.

(b) Instead of a county treasurer obtaining a bond as required by Subsection (a), the county may self-insure against losses that would have been covered by the bond.

(c) The bond under this section must be conditioned in the same manner and must be for the same amount as the bond for the county treasurer under Section [83.002](#). The bond must be made payable to the county judge for the use and benefit of the county treasurer.

Added by Acts 2011, 82nd Leg., R.S., Ch. 606 (S.B. [373](#)), Sec. 4, eff. September 1, 2011.

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: July 16, 2025	Submitted by: Gary Barber
Meeting Date: July 22, 2025	Department: Tax Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Changing Credit Card and ACH processing to Certified Payments	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take action to approve the proposed agreement with Certified Payments and to authorize the County Judge to sign all related documentation.	
Background: We use Certified Payments in Auto and we want to change our tax payment processing to Certified Payments from Govolution.	
Financial and Operational Impact: ---0---	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Gary B. Barber	Email: gbarber@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC, DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Smith County, TX Tax, 1517 West Front St., Tyler, TX 75702 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") on behalf of Agency pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing such services and Certified desires to provide such Services subject to the terms and conditions set forth in this agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer or taxpayer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers. Certified, in its sole discretion, may charge Customers a minimum Convenience Fee for each payment and may change the amount of the Convenience Fee upon thirty (30) days' advance written notice to Agency.

C. Certified will originate and transmit a single-entry transaction, the sum of the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinstate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the Convenience Fee payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding Convenience Fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit a Net Total settlement to the Agency's Bank Account within 48-72 business hours of the receipt of the ACH entry, unless specified otherwise on the Bureau Setup Form.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the services hereunder.

B. Prior to Certified's commencement of services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: AGENCY NAME Smith County, TX Tax
 ADDRESS 1517 West Front St.
 CITY, STATE ZIP Tyler, TX 75702

CERTIFIED PAYMENTS: Certified Payments, Inc.
 Attn: General Counsel
 100 Throckmorton Street, Suite 200
 Fort Worth, TX 76102
 applications@certifiedpayments.net

H. Term of Arrangement. This Agreement shall become effective once it has been signed by an authorized representative of both Certified and Agency. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications. This Agreement, together with the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

O. Indemnification. Certified hereby agrees to indemnify Agency against any loss, damages, or attorneys' fees reasonably incurred by Agency caused by Certified's loss of any Agency Payment funds while such Agency Payment funds are in the possession of Certified. This indemnity does not constitute a guarantee of a Customer's payment obligation (i.e., Certified does not guarantee that a Customer has sufficient funds or credit to complete any Agency Payment).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on June, 2025.

AGENCY'S ACCEPTANCE:

AGENCY NAME Smith County, TX Tax

By: _____
Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

EXHIBIT A

SCHEDULE OF FEES

Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:



Standard



Premium

\$0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency tax payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:

AGENCY NAME Smith County, TX Tax

By:

Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By:

Authorized Representative

Printed Name and Title

Date

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Smith County, TX Tax

BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:

AGENCY NAME Smith County, TX Tax

By: _____
Agency Signature

Agency Signature - Second Signature (if required)

Printed Name and Title

Printed Name and Title

Date

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Printed Name and Title

Date

EXHIBIT A

SCHEDULE OF FEES

Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Credit Card Convenience Fees.

Certified and Agency agree to the following provisions:

- A. 2.50 % or a minimum of \$2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit Card.
- B. 2.50 % or a minimum of \$2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

The fees charged are subject to change by Certified.

2. Schedule of Debit Card Convenience Fees

Transaction Amount	Tax Payments	Non-Tax Payments
\$0.01 - \$50.00	1% , \$2.00 minimum	
\$50.01 - \$100.00	1% , \$2.00 minimum	
\$100.01 - \$250.00	1% , \$2.00 minimum	
\$250.01 - \$500.00*	1% , \$2.00 minimum	

* Transactions greater than \$500.00 will be assessed the credit card convenience fee rate.

3. Schedule of Equipment Cost.

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico iPP 320	\$ 230.00		\$
ID Tech USB Card Reader	\$ 55.00		\$
Other: Ingenico Lane 3000	\$		\$
Equipment Total			\$

AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)

☐ **ACH:** Agency hereby authorizes Certified or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Certified or its designee has received written notification from Agency of its termination in such a manner as to afford Certified or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Certified in immediately available funds.

☐ **Check #:** _____

(ONLY MAKE CHECKS PAYABLE TO CERTIFIED PAYMENTS)

AGENCY'S ACCEPTANCE:

AGENCY NAME: **Smith County, Tx Tax Office**

By: _____
Agency Signature

_____ Date

Printed Name and Title

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

_____ Date

Printed Name and Title

4

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/16/25	Submitted by: Don Bell
Meeting Date: 07/22/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: GIS INTERLOCAL WITH THE 9-1-1 EMERGENCY SERVICES DISTRICT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an interlocal agreement between Smith County 9-1-1 Emergency Services District and Smith County for GIS Consortium Services and authorize the county judge to sign all related documentation.	
Background: Smith County participates in a GIS Consortium with the City of Tyler, 911 Emergency Services District and the Appraisal District cost sharing for services as well as providing a unified mapsite that participants share that has a public benefit. The Interlocal needs to be updated and the cost will be increased from \$25,000 to \$35,000 for each partner in the consortium. Services included are hosting services, aerial photography of the County and other. This is a 3 year agreement.	
Financial and Operational Impact: Cost will increase from \$25,000 to \$35,000 annually paid to the 911 Emergency Services District	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY 9-1-1 EMERGENCY SERVICES DISTRICT AND SMITH COUNTY, TEXAS
	§	
	§	
COUNTY OF SMITH	§	

THIS INTERLOCAL AGREEMENT between Smith County 9-1-1 Emergency Communications District ("SC911") and Smith County, Texas ("COUNTY") is entered into under the authority and pursuant to the terms of the Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, SC911 has contracted with Texas Natural Resources Information System through the use of a state master contract referred to as High Priority Imagery and Data Sets to obtain aerial photography and related GIS Information, and

WHEREAS, the other governmental entities in Smith County all have needs for updated aerial photography and related GIS information; and

WHEREAS, by joining together to share their resources, these entities may obtain such information at a lower cost, and

WHEREAS, by sharing resources, a common database exists that benefits all the government entities in Smith County,

NOW, THEREFORE, the parties hereto agree:

PART 1 SERVICES AND PAYMENT: In return for obtaining access to and the use of the aerial photography and related GIS information described in Exhibits A and B, COUNTY agrees to help fund the cost of obtaining the information by making a total payment of \$105,000.00 payable in three annual payments of \$35,000.00. The first payment is due on or before November 15, 2025; the second payment is due on or before November 15, 2026; and the third payment is due on or before November 15, 2027.

PART 2 TERM: This agreement shall become effective October 1, 2025, and continue for three years through September 30, 2028.

PART 3 TERMINATION: Either party may terminate this Agreement by giving written notice. The termination will be effective on the next September 30, and must be given at least 60 days prior to the effective date.

IN WITNESS WHEREOF ,the parties have caused this agreement to be duly executed this _____ day of _____, 2025.

Smith County, Texas

**Smith County 9-1-1 Emergency
Communications District**

By: Neal Franklin
County Judge

By: William Morales
Executive Director

APPROVED

APPROVED:

Assistant District Attorney

Attorney for District

EXHIBIT A

Description of GIS Consortium Services

Participating Entities will receive access to and the use of:

A. Aerial Photography

Four-Band (R, G, B, and IR) True Digital Aerial Photography in the following resolution:

At least 6" Resolution: Entire Smith County Including the complete City Limits of
Troup, Bullard and Overton (Exhibit B)

Imagery Data Format

Uncompressed GeoTiff w/ TFW

Compressed ECW

Compressed JPEG 2000

Mosaic ECW and JPEG 2000

B. Data Layers

Shared Layers will be accessible, including but not limited to:

Topographic contours (4-foot Intervals for Smith County/2-foot Intervals for Municipalities)
Tax Parcels
Road Centerlines
Building Footprints
Creek and water features
City Limits
Zip Codes
Districts (Council/Commissioner/JP/Fire/Etc.)
Public Facilities
Subdivisions
Utility Data (Water/Sewer/Stormwater/Etc.)
Site Structure Address Points
PSAP boundary
Emergency Service Boundary
 Law Enforcement
 Fire
 EMS
Provisioning Boundary

C. Server Equipment/Software

All software versions at a minimum must remain in a currently supported version within vendors lifecycle management.

Physical server hardware necessary to support environment over a five-year term.

ESRI and ArcGIS server/enterprise software

Microsoft Windows Sever

Microsoft SQL Server

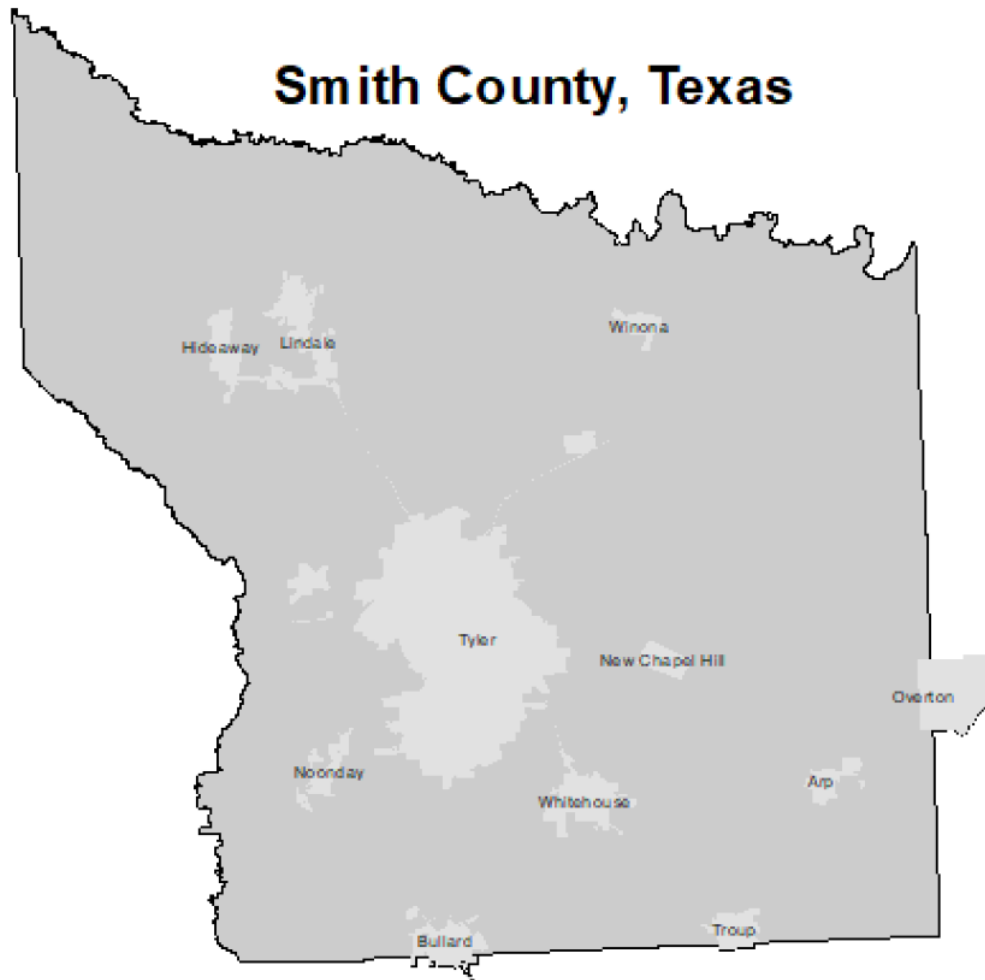
Backup Software

Cloud Services

D. GIS Training

Classes in GIS Software, applications, and techniques

EXHIBIT B



5

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/16/25	Submitted by: Don Bell
Meeting Date: 07/22/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: CIVIC PLUS SOCIAL MEDIA ARCHIVING	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contract with Civic Plus for Social Media Archiving and authorize the County Judge to sign all related paperwork	
Background: Retention of public records are required by statute. Our social media accounts are also required to be retained for FOIA requests. Facebook and Youtube recently announced and are deleting video and posts that are over 30 days old and it is required that we retain this data. Civic Plus is our website vendor and this solution provides what we need for that service.	
Financial and Operational Impact: The cost is \$10,998 Annually and year 2 fee will be \$9,998 annually. This is a GSA contract.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	10	\$1,358.60
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	28	\$3,681.44
Graphic Designer	\$109.57	0	\$0.00
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	36	\$3,944.52
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	40	\$3,225.60
Subtotal			\$12,210.16
Discount			(\$1,222.16)
Total Fees Year 1			\$10,988.00

Project Implementation and Deployment

- Social Media Archiving Provisioning Fee – Activation and Setup
- Social Media Archiving Standard Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshotsand

Total Initial Term Fees \$10,998.00

Renewal Term Annual Services (subject to uplift)

\$9,988.00

1. Performance and payment under this Statement of Work ("SOW") by and between Smith County, Texas ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect beginning on July 1, 2025 and continuing through September 30, 2026 (the "Initial Term"). This SOW will automatically be renewed for an additional 1-year Renewal Term unless either Party gives 60 days' written notice of non-renewal to the other Party.
3. The Total Initial Term Fees, will be invoiced at signing.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Client shall pay invoices within 30 days of the date of the invoice.



GSA Statement of Work for Smith County, TX
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/16/25	Submitted by: Don Bell
Meeting Date: 07/22/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: CIVIC PLUS SOCIAL MEDIA ARCHIVING	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contract with Civic Plus for a Chatbot Website Subscription utilizing the GSA contract #GS-35F-0124U and authorize the County Judge to sign all related paperwork.	
Background: The Chatbot subscription is a website tool that provides intelligent responses using AI back to users requesting information using the public information provided on the website. It is a component of the website that should have been added when we made the initial purchase. This will free up resources answering phones and responding to callers requesting information.	
Financial and Operational Impact: The initial investment is \$3,250.79 that will prorate with the website renewal for FY2026 and be part of that payment at that time. Recurring cost is \$9,950 annually. Needs to be part of the initial build of the site.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-102306-1

6/13/2025 2:50 PM

8/12/2025

Client:

Smith County, TX

Bill To:

SMITH COUNTY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Justin Blecha		blecha@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	USD 9,950.00

List Price - Initial Term Total	USD 9,132.86
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Total Investment - Prorated Year 1	USD 3,250.79
------------------------------------	--------------

Annual Recurring Services (Subject to Uplift)	USD 9,950.00
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Total Days of Quote:118

Initial Term	Beginning at signing and ending 4/28/2026, Renewal Term 4/29 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current Municipal Websites billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of the GSA Contract GS-35F-0124U; and the Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the

"Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-102306-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/16/25	Submitted by: Don Bell
Meeting Date: 07/22/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: JUVENILE DETENTION METASYS UPGRADE	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contract with Johnson Control for a Building Automation System Upgrade through the Sourcewell Cooperative Contract #080824 JHN and authorize the County Judge to sign all related paperwork	
Background: The environmental systems at the Juvenile facility is currently being managed by Facility Services and is a standalone system that is currently end of support. This request is to upgrade the current system with Johnson Control to tie back into the County wide Building Automation Control System for all facilities to allow Facility Services to manage that location, provide reports and respond more efficiently to issues at the location - such as HVAC.	
Financial and Operational Impact: The cost is \$36,720.00	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
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SUBMIT

Office Use Only
Agenda Item # _____



PROPOSAL

Date: February 28, 2025

To: Smith County - Colton Sheffield

Project: **Juvenile Detention Metasys Upgrade**

Smith County is currently in need of a building automation system upgrade at the Juvenile Detention Center to help stay current with network security enhancements, supported operating systems and the removal of JAVA dependency. Johnson Controls, Inc. solution is to provide a state-of-the-art Metasys® Building Automation System upgrade with an HTML5 user interface to achieve the above goals and to provide an overview of the system with an array of user enhancements.

Base Scope Of Work:

- Provide and install (1) Metasys Supervisor Engine 1100 on Linux OS and downgrade to current revision of Metasys on site which will connect to the existing county Metasys application server VM.
- Provide system UI rebuild with HTML5 and remove need for launcher JAVA applet.
- Provide system UI Floor Plan graphics for the building and the RTUs serving each space.

Exclusions:

- 110VAC or greater voltage
- Warranty and/or repair of existing field equipment
- Life safety systems
- Network Hardware
- Afterhours labor and/or nights/weekends
- Performance bonds
- State and local taxes

This proposal covers only the direct costs associated with the above summary specified modifications and/or additions. Should other conditions arise before or during the upgrade is completed (sequence of work, existing none working equipment, changes to equipment counts, etc.), we reserve the right to revise and resubmit this proposal to include these additional costs.

Total Price	\$36,720.00
--------------------	--------------------

Please feel free to contact me at Justin.ryan.hodges@jci.com or 318-780-6320 should you have any questions.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until **05-28-2025**

Smith County
Purchaser – Company Name

Johnson Controls, Inc.

Signature

Signature

Name: _____
Title: _____

Date: _____
PO #: _____

Name: _____
Title: _____

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	TBD*
Mobilization	10%
Engineering	TBD*
Material	TBD*
Installation	TBD*
Commissioning	TBD*
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used:

☐ **NO:** Please submit invoices via mail

☐ **NO:** Please submit via _____

Deposit Invoice accepted (_____ %):

☐ **No:** ☐ **Yes:**

Standard Terms and Conditions – U.S.A. and Canada

“JCI” or “Johnson Controls” shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI’s offer and form the basis of any agreement (the “Agreement” resulting from JCI’s proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. “In-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI’s supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI’s obligation is limited to the scope of work set forth in JCI’s proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI’s costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI’s written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI’s obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI’s express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JCI's work or services, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JCI otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JCI may terminate the work immediately upon notice to the Purchaser if JCI, in its sole

discretion, determines that the premises are unsafe to be accessed by JCI's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may be cancelled or modified by Purchaser only with JCI's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JCI all expenses incurred and damage sustained by JCI on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JCI consents to cancellation in writing of equipment manufactured by JCI: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times \text{custom equipment sell price} / Y$, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JCI shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire

aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Purchaser shall reimburse JCI on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JCI the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JCI.

(9) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JCI for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part,

directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(17) FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected

Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JCI disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JCI as Processor.* Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller.* JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email

addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 01/09/2025

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion. **Payments will be made in accordance with the Texas Government Code Section 2251.021 Time for Payment by Government Entity**

(4) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities. **Smith County is by statute exempt from the State Sales Tax and Federal Excise Tax.**

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. Seller warrants for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation

systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of

warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.

(8) **PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Texas, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(11) **PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(12) **CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(13) MISCELLEANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation

Expenses for Enforcement - In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/16/25	Submitted by: Don Bell
Meeting Date: 07/22/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: JUVENILE DETENTION METASYS UPGRADE	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contract with Johnson Control for a Building Automation System Maintenance Support Contract through the Sourcewell Cooperative Contract #080824 JHN and authorize the County Judge to sign all related paperwork	
Background: The building environmental control system is managed by facility services with technology support provided by Information Technology. The Johnson Control System allows for centralized maintenance of all facilities. The software system currently does not have a maintenance and support agreement and this represents a risk to the County. With a maintenance contract we will receive security updates and other support both remote and onsite in the case of system issues.	
Financial and Operational Impact: The cost is \$26,630 for year 1 and is a recurring annual cost.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

Johnson Controls planned service proposal

Prepared for SMITH COUNTY IT DEPARTMENT

Customer
SMITH COUNTY IT DEPARTMENT

Local Johnson Controls Office
1095 GUM SPRINGS RD
LONGVIEW, TX 75602-4805

Agreement Start Date:
04/01/2025

Proposal Date
03/20/2025

Estimate No:
1-1OVF515J

Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for SMITH COUNTY IT DEPARTMENT

Dear Mr. Sheffield,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 04/01/2025 and ending 03/31/2026.
- The agreement price for 1 year is \$26,630.00.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Emily Johnson
Account Representative
(318) 671-3226



The power behind *your* mission

Summary of services and options

Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up to date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up to date allows you to take advantage of the latest features and enhancements and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name: SMITH COUNTY IT DEPARTMENT
Address: 200 E FERGUSON ST SUITE 203 TYLER, TX 75702-5906
Proposal Date: 03/07/2025
Estimate #: 1-1OVF515J

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/2025 and will continue until 03/31/2026 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Not applicable

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$26,630.00. This amount will be paid to JCI. All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location: Smith County IT department
ATTN Rhonda Laney
200 E FERGUSON STE 203
TYLER, TX 75702

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
☐ No: Please submit invoices via mail
☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JCI Branch: JOHNSON CONTROLS LONGVIEW TX CB - 0N5M

Address: 1095 GUM SPRINGS RD

LONGVIEW, TX 75602-4805

Branch Phone: (833) 859-0342

Branch Email:

Schedule A - Equipment List

SMITH COUNTY IT DEPARTMENT

**200 E FERGUSON ST SUITE 203
 TYLER, TX 75702-5906**

Product: Metasys Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

Quantity: 1

Coverage Level: Basic

Services Provided

- | | |
|---|---|
| 1 | ADX Site Dir Software
Subscription 1-year (up to 4
engines) - Subscription Only |
| 1 | Install ADX & NxE software
(supplied with Software
Upgrade/Subscription) - 6 to 20
NxE's |

Equipment tasking

Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

ADX Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
ADX Site Dir or NON- Site Dir Software Upgrade	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
Install ADX & NxE software (supplied with Software Upgrade/Subscription) - 6 to 20 NxE's	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Upgrade NxE software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$26,630.00	Annually

Special Additions and Exceptions

Proposal does NOT include any preventive maintenance visits.

This is a Metasys Application Data Server software migration and upgrade (installed by JCI) We will provide a 1-year software subscription to install the latest software release. This will be installed by JCI as part of this agreement.

All other work will be outside the scope of the contract, but Smith County will receive 10% discount on controls labor rates.

Metasys controls parts will be sold at manufacturer's list price less 50%.

Johnson Controls Planned Service Proposal
Prepared for SMITH COUNTY IT DEPARTMENT

Terms and Conditions
Definitions

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at <https://www.johnsoncontrols.com/legal/hvac-service-psa-us-terms> (the "Service Terms"). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company's standard terms for software found at <https://www.johnsoncontrols.com/techterms> (the "Software Terms"). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the "Terms and Conditions"). Attention is directed to the Customer's commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company's standard customer terms and conditions found at <https://www.johnsoncontrols.com/customerterms>, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

[END OF DOCUMENT]

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion. **Payments will be made in accordance with the Texas Government Code Section 2251.021 Time for Payment by Government Entity**

(4) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities. **Smith County is by statute exempt from the State Sales Tax and Federal Excise Tax.**

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. Seller warrants for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation

systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of

warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.

(8) **PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Texas, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(11) **PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(12) **CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(13) MISCELLEANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation

Expenses for Enforcement - In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 7/17/25	Submitted by: Don Bell
Meeting Date: 7/22/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Agreement with Optimum Business for Internet Services for Gulf States	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an agreement between Smith County and CSC Holdings, LLC on behalf of Cequel Communications, LLC DBA Optimum/Optimum Business, formerly known as Suddenlink Communications and authorize the County Judge to sign all related documentation.	
Background: This agreement provides for Suddenlink services to tie the new Facility Services at Gulf States back to the County for the technology services. This is a Discretionary Purchasing Exemption pursuant to Texas Local Government Code, 262.024(a)(7)(C&D) (Sole Source/Component Parts).	
Financial and Operational Impact: The cost if \$350.00 per month.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name: Rhonda Laney	Email: rlaney@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

PROPERTY ACCESS AGREEMENT

OPTIMUM LEGAL ENTITY: Cequel Communications, LLC dba Optimum Communications ("Optimum")

OWNER INFORMATION ("Owner")

Legal Name: _____

Owner Address: _____

Phone Number: _____

For Service At (Address): _____

Owner grants permission to Optimum, and or any of its affiliated entities, to attach, install, maintain, operate, upgrade and remove cable and other broadband related equipment and devices ("Equipment") to the building(s) listed at the above address ("Premises"), at no cost to Owner, in order to provide broadband communication services, by cable or wireless, to tenants at the Premises and to buildings in the area.

In addition, Owner grants Optimum a right of reasonable access within the Premises to connect, disconnect, perform maintenance, and change service to units during normal business hours, or as otherwise agreed upon between Optimum and the tenant at the Premises.

Optimum agrees to indemnify and hold harmless Owner for any damage caused by Optimum in the installation, operation, or removal of its Equipment. Optimum further agrees to promptly repair any damage that directly results from the installation, maintenance, or removal of its Equipment.

All Equipment shall remain the property of Optimum. Upon termination of service to Premises, Optimum shall have the option to remove its Equipment, render it inoperable or leave any or all of it in place. Such Equipment may not be utilized by any third party without the express prior written consent of Optimum.

Optimum's rights hereunder shall remain in effect for a period of five (5) years commencing upon execution of this Agreement by Optimum. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless terminated by either party upon thirty (30) days written notice prior to the date on which this Agreement would have otherwise renewed.

This Agreement and all the provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. Owner may assign this Agreement upon transfer of the Premises upon prior written notice to Optimum.

The signatories hereto represent that they have the legal right, power, and authority to enter into this Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.

Cequel Communications, LLC dba
Optimum Communications

Owner Legal Entity

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title _____

Date: _____

Date _____

Private Line Jurisdiction Certification form (USF)

Company Name: _____ Account Numb: _____
 Service Address: _____ Address Line 2: _____
 City: _____ State: _____ Zip: _____

The Federal Communications Commission ("FCC") has established certain rules and requirements relating to the jurisdictional classification (interstate vs. intrastate) of telecommunication services provided by companies such as Suddenlink Communications, and their subsidiaries ("Company").

Upon routine review of telecommunications carriers, the Federal Communications Commission (FCC) Form 499-A requests that intrastate classification be obtained from Customers certifying whether or not the total interstate traffic exceeds 10% for the intrastate transport point-to-point services provided. If so, such services will be subject to Universal Service Fund ("USF") fees. Examples of such transport circuits are: Pt to Pt Optical Ethernet, TDM Service, Fiber Service etc. These are circuits that connect one physical location to another.

Federal USF fees are applied to all interstate telecommunication services. USF fees also apply to point-to-point circuits with interstate usage greater than 10% regardless if the end points are within the same state boundaries (intrastate). If the interstate usage is 10% or less and the end points of the circuit are within the same state boundaries, then USF fees will not apply. There is no exemption based on not-for-profit or government entities.

Customer acknowledges that Company's determination of jurisdiction of the Service(s) and assessment of USF fees will be based upon the information provided by Customer in this Certification. If Company determines that the jurisdiction has been established based upon false, inaccurate or erroneous information, Company may bill Customer and Customer will pay such fees based upon the determination of jurisdiction, plus applicable late fees. Customer acknowledges and agrees that: (i) it has a duty to update this Certification within thirty (30) days to the extent its usage changes and this Certification is no longer accurate; and (ii) Company may provide a copy of this Certification to the Universal Service Administrator, the FCC, statute regulatory agencies and taxing authorities, legal counsel, or an auditor.

Certification of Jurisdiction: A signed Certification Form must accompany a signed Service Agreement for the Service(s) outlined below whether Customer is able to certify at this time or not. *

Customer acknowledges and certifies that the total interstate traffic for these INTRASTATE Private line circuits, (including internet and usage-based traffic) for the Service(s) indicated below constitutes the jurisdictional classification as selected from the corresponding drop-down list or as written in. *Please indicate: (i) (YES) if the interstate traffic is greater than 10% and therefore subject to USF fee; (ii) (NO) if the interstate traffic is 10% or less and therefore not subject to USF fee; or (iii) (DEFER*) if Customer is not able to certify the jurisdiction classification of the Service(s) at this time.* In the event Customer defers jurisdictional classification, Customer will be required to send the completed Certification Form to Customer Support or your Account Representative within thirty (30) calendar days from the date below or USF fee(s) will be assessed until such time as the Certification Form to the contrary is received.

Authorized User Acknowledgement

Printed Name: _____ Title: _____
 Phone Numb: _____ Date: _____
 Email: _____ Signature: _____

[illegible]

If additional sites exist, please attach a spreadsheet, and click this check box ☐



Service Agreement/ Order Form

Date: 6/18/2025

Customer Information

Customer Status: Existing CustomerCustomer Name: Smith County Fiber MasterBilling Address: 200 E FERGUSON ST 07 TYLER TX 75702-5962*Street Address**Suite**City**State**Zip Code*Billing Contact: Haley MartinezPhone 903-590-4713Email hmartinez@smith-county.comOrder Contact: Colton SheffieldPhone 903-590-4788Email csheffield@smith-county.comOptimum Contact: Michelle ThomasonPhone (903) 245-7430Email michelle.thomason@alticeusa.com

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD
Service Location Type: New Build
'A' Location: 302 E LINE ST, TYLER, TX 75702
Demarc: 1st Floor Eq Room

Account #: 7086458011
Service Location Type: LIT
'Z' Location: 200 E Ferguson St, Tyler, TX 75702-5956
Demarc: 1st Floor Eq Room
Type II: ☐

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1	SPECIAL CKTS DARK Optical	\$175.00	1	\$175.00	\$0.00
2	SPECIAL CKTS DARK Optical	\$175.00	1	\$175.00	\$0.00

Service Term: 5 yearsTotal Monthly Recurring Charge: \$350.00Total Installation Charge: \$0.00*For Internal Use Only*

Remarks

Referencing NRC Invoice # 49577073 - Watson Commercial Construction

Previously agreed upon terms and conditions attached. [shl_06.18.25]

Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at <https://www.optimum.com/terms-of-service/business> Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location. By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cequel Communications, LLC (Optimum Business)

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Commercial Service Agreement

Customer ("You" or "Customer") agrees to be bound by this Commercial Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Optimum"). The Agreement includes the general terms of service set forth below, as well as the additional commercial terms of service and terms of service applicable to the specific Services and features to which you subscribe or have access, including cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service" or "Business Hosted Voice Service on FIBER"), support services and mobile apps, as are set forth below or at www.optimum.net and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the Optimum Privacy Policy ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference..

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term subscription ("Monthly Subscription").
 - a. **Monthly Term.** If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
 - b. **Initial Term Subscription.** If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your

assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

- i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
 - ii. Following the Initial Term, You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).
7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.
8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.
10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.
11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.
- a. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

- b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.
- c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
- d. **Operation of Equipment.** Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
- e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
- f. **Software.** Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
- g. **Repair.** Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.
12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.
13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.
14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and additional T&C's as applicable.
- a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.
- b. **Emergency Calling Services (E911) for Hosted Voice Service:** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions as applicable.
15. **SecureNet and SecureNet Services: Altice Business SecureNet Service / Altice Business SecureNet Plus Service:** Altice Business SecureNet Service/AlticeBusiness SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Altice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.
16. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
17. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.
18. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter

any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.

- 19. Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.
- 20. Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity. *Termination for Non-Appropriation by Customer. Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of the local government. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.*
- 21. Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
- 22. Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
- 23. Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
- 24. Telephone Communications with You Regarding Your Account or Service.** You agree that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <http://www.Optimum.com>.
- 25. No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.
- 26. No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.
- 27. No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any

Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of \$5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

28. **Indemnification.** *Intentionally omitted*

29. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

30. **BINDING ARBITRATION.** *Intentionally omitted.*

31. **Governing Law.** This Agreement shall be governed by the laws of the *state of Texas*.

32. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

33. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

34. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

35. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

36. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

37. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website (www.Optimum.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

Exhibit A
Service Level Agreement -

This Service Level Agreement (“SLA”) covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer’s sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum’s objective is a four (4) hour mean-time-to-repair (“MTTR”)

SERVICE LEVEL GUARANTEE

Interruption/Outage (“Interruption”): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum’s trouble reporting system. An Interruption period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. If an Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum’s control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to customercare@Optimum.com within thirty (30) calendar days of the Interruption.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer’s monthly recurring charges for the circuit/service experiencing the Interruption as follows:

<u>Outage Duration</u>	<u>Credit of Monthly Charges</u>
Less than 4 hours	none
4 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

- a. Interruptions caused by the negligence of Customer or third parties outside of Optimum’s control.
- b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
- c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
- d. Interruptions which continue because of Customer’s failure to authorize replacement of any element of the Service. i.e. Interruptions due to force majeure events.
- f. No trouble found or where the fault of the trouble is undetermined.

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/16/2025	Submitted by: T. Wilson
Meeting Date: 07/22/2025	Department: Sheriff's Office - Jail
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Tech Friends	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an agreement between Smith County and Tech Friends for services at Smith County Jail facilities, and authorize the County Judge to sign all necessary documentation.	
Background: This agreement is for the following inmate related services at the Smith County Jail: Banking Services, Inmate Phone Services, Tablet use and rental services, video visitation (Onsite & Remote), required software, and Inmate Mail Handling Services	
Financial and Operational Impact: The costs of this services are covered by fees received by Tech Friends, as described in Exhibit C. No direct county funds are used these services.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

TECHNOLOGY SERVICES AGREEMENT

This Technology Services Agreement (“Agreement”) is made and entered into as of July 8, 2025 (the “Effective Date”) by and between the Smith County Sheriff’s Office, a department of Smith County, Texas (“SCSO”), and Tech Friends, Inc., an Arkansas corporation (“Tech Friends”). SCSO and Tech Friends are sometimes each referred to in this Agreement as a “Party” and, collectively, as the “Parties.” The Smith County IT (SCIT) Department provides technology services on behalf of the SCSO.

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. **Tech Friends Scope of Work.** Commencing on April 15, 2025, Tech Friends agrees that it shall provide, at no cost to SCSO, the services, software and hardware (collectively, the “Tech Friends Services” or “Services”) set forth on the attached Exhibit A, which is incorporated herein as if set forth in full. In addition, Tech Friends shall provide Mail Handling Services for regular mail directed to inmates housed in SCSO facilities, as defined in and on the terms and conditions stated in the attached Exhibit B, which is incorporated herein as if set forth in full.

2. **Grant of Rights.**

a. **Exclusivity.** To the extent allowed by law, SCSO grants to Tech Friends the exclusive right to provide, maintain, operate and manage all Tech Friends Services during the Term and each Renewal Term, including without limitation providing its proprietary *Lockdown™* banking software module, deposit and payment services, and inmate tablets and kiosks, together with electronic messaging and all other functionality and software applications available on the kiosks and tablets provided under this Agreement.

b. **Subscription to Software Services.** For all software that Tech Friends provides on a cloud basis through an electronic link to Tech Friends’ website, Tech Friends grants to SCSO a revocable, non-exclusive, non-transferable, limited right to use, and to permit Authorized Users to use, the applicable software during the Term and each Renewal Term. All software shall be used solely for SCSO’s internal business operations or, as applicable, the Authorized Users’ personal use, consistent with the terms and conditions of this Agreement; provided, however, that in no event may any use exceed the scope of the rights granted herein. For purposes of this Agreement, “Authorized Users” means SCSO’s employees, agents and independent contractors who are authorized by SCSO to use the Tech Friends software provided under this Agreement. The term “Authorized Users” also includes the third party inmates who are housed in SCSO facilities and the inmates’ friends and family members who access certain Services through kiosks or tablets.

c. **Data Transfer Upon Termination**

Upon termination or expiration of this Agreement for any reason, and subject to the terms herein, Tech Friends shall, within [30] days of the effective date of termination:

Make available to SCIT, in a mutually agreed-upon format, all Client Data held, stored, or otherwise maintained by Tech Friends under this Agreement. Such data shall be delivered in a commonly used, machine-readable format (e.g., CSV, JSON, XML) unless otherwise agreed in writing.

Tech Friends shall provide reasonable assistance to ensure the orderly transition of data to the SCSO/SCIT or to a third party designated by the SCSO. Any such assistance beyond standard procedures may be subject to additional fees, which shall be agreed upon in advance.

Following successful data transfer and upon written confirmation from the SCSO, Tech Friends shall permanently delete or anonymize all SCSO from its systems, including backups, within 30 days, except where retention is required by applicable law or regulation. Tech Friends shall provide written certification of such deletion upon request.

d. **License for Installed Software.** For all Tech Friends software installed on a local server(s) located on the premises and/or under the control of the SCIT Department, Tech Friends grants to SCIT/SCSO and its

Authorized Users a revocable, non-exclusive, non-transferable, limited license to use the applicable software, in executable code only during the Term and each Renewal Term, solely for SCSO's internal business operations consistent with the terms and conditions of this Agreement.

e. Right to Modify. Tech Friends reserves the right to substantially modify or remove all of any portion of the Services at any time, upon written notice given to SCSO, for the purpose of eliminating features, designs or code that infringe or may infringe any third party's proprietary rights. Any such action will not constitute a breach of this Agreement.

f. Agency. SCSO hereby appoints Tech Friends as its agent, and authorized to act on SCSO's behalf, for the limited purposes of: (i) receiving funds on behalf of the SCSO and transmitting those funds to inmates housed in facilities operated by SCSO and (ii) providing the Mail Handling Services as described in Exhibit A. Subject to the terms of this Agreement, Tech Friends accepts the foregoing limited agency appointments and agrees to receive funds on behalf of SCSO and to transmit those funds to inmates at the SCSO's facilities, and provide the Mail Handling Services on the terms and conditions of this Agreement.

3. Contract Administration.

a. Training. Tech Friends shall train SCSO on the use of the software provided under this Agreement as reasonably required. Such training may be conducted by a series of LiveMeeting, webinar or similar sessions, or in-person as reasonably requested by SCSO. Tech Friends shall provide SCSO with an electronic version of any user manuals for the software, as revised from time to time to reflect any updates or upgrades. SCSO shall be responsible for training its Authorized Users.

b. Technical Support. Tech Friends shall provide reasonable telephone, remote access and electronic mail support to assist SCSO/SCIT's staff with Tech Friends hardware or software issues that are not resolved by SCIT's staff alone. For issues that cannot be resolved by telephone, remote access support or electronic mail, Tech Friends shall provide on-site support as reasonably necessary to resolve an issue. Onsite technical support should be coordinated with SCSO and SCIT. Remote access to systems, network or servers by Tech Friends support will be provided by SCIT and monitored through software/security tools provided by the County. Software updates or other technical changes must be approved in writing by SCIT through Change Management process prior to implementation. Tech Friends is responsible for maintaining security updates on network switches, Access Points and devices that are under the direct control of Tech Friends. SCIT will provide all updates to computers, networks and servers relating to Lockdown on behalf of Tech Friends. Software Updates to Lockdown are the responsibility of Tech Friends. Critical security vulnerabilities should be updated within 30 days.

c. Implementation and Integration. Tech Friends may provide software either via a Web portal for downloading onto local server(s) as reasonably designated in a service request from SCIT, or by giving Authorized Users a link to a Tech Friends' website that provides software access through appropriate hardware with an Internet connection. Tech Friends shall work cooperatively with SCIT to integrate and operate the applicable Services on and with SCSO's hardware and systems. All hardware costs and maintenance, and the costs of Internet bandwidth for Tech Friends kiosks and tablets, shall be Tech Friends' sole responsibility except as otherwise set forth herein. The costs of general facility network, Lockdown Virtualized Server, electricity, proper lighting, power and power sources, shall be SCSO's sole responsibility. Tech Friends may, at its sole option, upgrade or replace any hardware or software provided under this Agreement, at any time, so long as the applications or functionality of the hardware or software remain unchanged or are enhanced. This excludes any hardware managed directly by SCIT. Tech Friends shall not be required to pay a fee to any other product or service provider, or to SCSO, for any reason in connection with implementation or integration services.

d. Customizations. Tech Friends agrees to use its reasonable efforts to provide customized software applications and functionality consistent with SCSO's unique requests and operating environment; provided, however, that Tech Friends shall have no obligation to provide such modifications if Tech Friends determines, in Tech Friends' sole and absolute discretion, that it cannot do so at an acceptable profit to itself.

e. Bug Fixes. Any software defect that Tech Friends determines materially and significantly impacts the performance or usability of its software, also known as a “bug,” shall be repaired by Tech Friends at no cost during the Term and each Renewal Term.

f. Servers and Miscellaneous Equipment. Downloaded software shall be hosted on a local server(s) provided by SCIT. The number and location of server(s) or other miscellaneous equipment necessary to best meet SCSO’s requirements shall be determined by the Parties on a case-by-case basis. The software supporting applications made available on a cloud basis shall be securely hosted on offsite secure servers owned or controlled by Tech Friends.

g. Condition of Facilities. SCSO shall use its best efforts to ensure that suitable space for all kiosks and tablet charging stations is provided at each of the SCSO facilities, including allowing for proper temperature and ventilation of all hardware. SCSO shall keep tablets readily accessible to inmates and shall permit inmates to maximize the use of tablets.

4. Term and Termination.

a. Term. Unless otherwise terminated as provided for below, this Agreement shall be in full force and effect commencing on the Effective Date and continuing for a period of five (5) years (the “Term”). Thereafter, this Agreement shall automatically renew in increments of five years each (a “Renewal Term”) unless notice of termination is given by a Party to the other Party at least ninety (90) days in advance of the end of the Term or then-current Renewal Term.

b. Termination. A Party may immediately terminate this Agreement by providing written notice to the other Party at any time after the occurrence of any of the following events: (i) for material breach and failure of the breaching Party to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party; (ii) the taking of control or possession of some or all of the assets of a Party by any governmental authority; (iii) the dissolution, liquidation (partially or wholly) of a Party; (iv) upon the discovery by a Party that the other Party knowingly made a false representation that the discovering Party relied upon when entering into or continuing to perform under this Agreement, (v) without cause upon thirty (30) day notice to the other party, including but not limited to the Counties non-appropriation of funds or resources necessary to continue the services contemplated by this agreement. **(vi)** In the event this Agreement is terminated pursuant to subsection (v), the County shall pay the Contractor the price of the equipment on a prorated basis over a five (5) year period, calculated based on the number of months the equipment was in service relative to the full five-year term.

c. Safe Access. Upon termination of this Agreement for any reason, SCSO shall provide safe access to all SCSO facilities for Tech Friends’ disconnection of its software from hardware or other equipment, and removal of its hardware, if and as needed. SCSO agrees to cooperate, and not to interfere, with Tech Friends’ termination of Services, disconnection of software, and removal of hardware. Tech Friends shall not be required to pay a fee to any other product or service provider, or to SCSO, for any reason in connection with the termination of its Services, disconnection of its software, or removal of its hardware.

5. Financial Arrangements.

a. Fees. Tech Friends may charge and collect fees for the use of each Service as set forth in the attached Exhibit C, which is incorporated herein as if set forth in full.

b. Revenue Share. On a monthly basis, Tech Friends shall pay SCSO twenty percent (20%) of the Gross Revenue generated in connection with electronic messaging and tablet rental user fees during the immediately preceding month.

c. No Other Fees or Revenue Shares. Except as otherwise specifically set forth in this Agreement, there shall be no other fees, revenue shares, costs or expenses due or payable to or from Tech Friends.

6. Warranties and Disclaimer.

a. Warranty. Tech Friends warrants that when it delivers the Tech Friends Services, they will conform in all material respects to the documentation for the Services if any and as applicable, when used or operated (i) on and with the equipment agreed to by Tech Friends at the time of implementation and (ii) in conformity with the training and any documentation provided by Tech Friends to SCSO at the time of implementation or thereafter. Tech Friends reserves the right to correct documentation due to typographical or clerical error. NOTWITHSTANDING THE FOREGOING, TECH FRIENDS DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, COMPLETELY ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. In the event of any breach of this warranty, provided notice of the breach is given in writing to Tech Friends within thirty (30) days after the discovery of the breach, Tech Friends will, at its option, repair or replace the applicable Service at no charge to SCSO. This warranty is given by Tech Friends and not by any of its third party suppliers. Neither Tech Friends nor any of its third party suppliers warrants or guarantees the results from use of the Services. TECH FRIENDS MAKES NO WARRANTY AS TO ANY GOODS OR SERVICES SUPPLIED BY A THIRD PARTY.

b. DISCLAIMER. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE WARRANTIES SET FORTH IN THIS PARAGRAPH 6 ARE TECH FRIENDS' EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR IN WRITING, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY, NON-INFRINGEMENT, INTEGRATION, OR SATISFACTORY QUALITY) ARISING OUT OF OR RELATED TO ANY SERVICE (INCLUDING WITHOUT LIMITATION SOFTWARE OR HARDWARE) SUPPLIED BY TECH FRIENDS, OR THE PERFORMANCE OR NON- PERFORMANCE OF ANY SERVICES (INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE, TABLETS OR HARDWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES). THE REMEDIES STATED HEREIN ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TECH FRIENDS' MAXIMUM LIABILITY FOR BREACH OF WARRANTY SHALL BE THE AMOUNT OF NET REVENUE COLLECTED BY TECH FRIENDS FOR THE APPLICABLE SERVICE DURING THE THIRTY (30) DAY PERIOD IMMEDIATELY PRECEDING THE NOTICE OF BREACH. The foregoing exclusion and limitations will apply to the maximum extent permitted by applicable law, even if any remedy fails in its essential purpose.

7. Ownership Rights.

a. Software and Hardware. SCSO has no rights in or to any software or hardware provided under this Agreement specifically by Tech Friends except for the limited license rights set forth in Paragraph 2. Tech Friends has no rights of ownership for hardware provided by SCIT including the Lockdown Virtual Server providing for Commissary Services. The Parties agree that Tech Friends (or its licensors) owns all proprietary rights, including copyrights, patents and trade secrets in and to such software and hardware, and that this Agreement does not transfer ownership of any of these rights to SCSO or to any third party. Tech Friends furthermore shall own all proprietary rights in any modifications to such software or hardware, whether created by Tech Friends or by or on behalf of SCSO. SCSO hereby assigns to Tech Friends all proprietary rights, including without limitation copyright, patent and trade secret rights, to any modifications of the software or hardware provided as part of the Tech Friends Services that are created by or on behalf of SCSO.

b. Trademarks. Tech Friends (or its licensees) is and shall remain the owner of all right, title, and interest in and to the trademarks, trade names, trade dress, logos, graphics, photographs, artwork, and textual materials used in connection with the Tech Friends Services, including without limitation Lockdown™, Titan™ and JailATM™.

8. General Restrictions and Limitations.

a. **Allowed Uses.** SCSO shall use, and allow its Authorized Users to access and use, the hardware and software provided as part of the Tech Friends' Services solely for the purposes contemplated by this Agreement. SCSO acknowledges that any tablets supplied under this Agreement are intended for the use of inmates in SCSO's facilities. SCSO acknowledges and agrees that neither it nor its employees, agents, or independent contractors, will utilize such tablets in the conduct of their own business or for personal use.

b. **Improper Uses.** SCSO shall not, and shall use its best efforts to prevent others from engaging in conduct to: (i) modify, adapt, translate, or create derivative works based on, as applicable, the software or hardware provided as part of the Tech Friends Services, in any manner, or use any method or device to remove, modify or obscure any copyright, trademark or other proprietary rights notices (including without limitation removal of any Terms of Use or Privacy Policy) that appears on any software or through use of the software or hardware; (ii) interfere with or disrupt the regular functionality, features, or functioning of Tech Friends' software or hardware in any manner; (iii) use any of the Tech Friends Services in an attempt to gain unauthorized access to computer systems (also known as "hacking"); (iv) decompile, disassemble, copy, attempt to discover the source code of, or otherwise reverse engineer any software or hardware provided as part of the Tech Friends Services; (v) use any software or hardware features, graphical design, functionality, or reports to aid in the development of competing products; or (vi) use any Tech Friends software or hardware to access, store, distribute or transmit a computer virus.

9. **Deposit Services.** Tech Friends shall be responsible for meeting applicable Payment Card Industry Data Security Standards (PCI DSS), ensuring and maintaining the security of consumer data (such as personally-identifying information (PII); electronic Protected Health Information (ePHI); social security numbers; bank account information; PCI DSS defined cardholder data; and passwords) that Tech Friends receives, stores, processes or transmits in the performance of its obligations under this Agreement. In order to address, among other things, credit card fraud and regulatory matters as they may arise, Tech Friends reserves the right, in its sole discretion, to limit or modify the amount that may be deposited into an inmate's trust/bank account or into a phone time account (whether inmate or a friend/family pre-paid account), from time to time. SCSO agrees to cooperate with Tech Friends in gathering data to combat credit card fraud as needed and in recovering funds from inmates who have received fraudulently deposited money, including without limitation working to secure such recoveries through SCSO's disciplinary procedures.

10. **Independent Contractors.** This Agreement is not intended to constitute, create, effect or otherwise establish a joint venture, partnership, principal-agent, or any other relationship of any kind, other than that of independent contractors, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. Except as set forth in Paragraph 2.e., above, neither Party is, by virtue of this Agreement, authorized as an agent, employee or legal representative of the other, and neither Party shall have the power to bind or commit the other except as specifically set forth in this Agreement. At all times, SCSO and Tech Friends shall each be responsible for its own employees and operations. Except as otherwise set forth herein, neither Party assumes responsibility to the other for costs, expenses, risks and liabilities arising out of the efforts of the other Party under this Agreement.

11. **Subcontractors.** Tech Friends is authorized to engage the services of any third party person or entity as it reasonably determines are necessary to aid or assist in the performance of its obligations under this Agreement.

12. **Limitation of Liability.** WITH THE EXCEPTION OF INDEMNITY OBLIGATIONS UNDER PARAGRAPH 13, BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS FROM SOURCES OTHER THAN THIS AGREEMENT) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF THE SOFTWARE, HARDWARE, OR ANY RELATED ITEM OR OTHER SERVICE PROVIDED BY TECH FRIENDS.

Indemnification. Each Party shall be solely responsible for all liability arising out of its own acts or omissions. Tech Friends shall defend, indemnify and hold harmless Smith County, along with its officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

13. Notices. Except as otherwise provided herein, all notices to be given pursuant to this Agreement shall be personally delivered, delivered by certified mail (return receipt requested), or delivered by a nationally recognized overnight express delivery service (such as Federal Express), to the pertinent address set forth below. Notices shall be deemed given as of the later of the date of actual receipt for personal delivery or delivery by certified mail or as of the next business day after the date of sending for delivery by overnight courier.

If to Tech Friends: Tech Friends, Inc.
2225 E. Highland Drive
Jonesboro, AR 72401
Attn: Bob Shipman, President

If to SCSO: Smith County Sheriff's Office
227 N Spring Ave
Tyler, TX 75702
Attn: Sheriff Larry R. Smith

If to SCIT: Smith County Information Technology
200 E. Ferguson
Tyler, TX 75702
Attn: Don Bell

Either Party may change its address or addressee at any time, by written notice to the other Party given in accordance with this provision.

15. Compliance with Laws. SCSO and Tech Friends will each comply with applicable federal, state and local laws and regulations and will each retain sole responsibility for its own compliance with all applicable federal, state and local laws and regulations.

16. Public Information/Open Records Compliance. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq. (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to County whether or not the same are available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligations to Tech Friends for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to County by Tech Friends in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

17. Assignment. Either Party may assign this Agreement, without the permission of the other Party, upon ninety (90) days' advance written notice given to the other Party. This Agreement shall bind and inure to the benefit of the respective principals, affiliates, successors, heirs and assigns of the Parties.

18. Force Majeure. Either Party may be excused from performance under this Agreement to the extent that its performance is prevented by any act of God; war; civil disturbance; pandemic; terrorism; protests; strikes; riots; failure of a third party's performance outside of the non-performing Party's reasonable control; failure, fluctuation or unanticipated non-availability of electrical power, heat, light, air conditioning, data network or telecommunications equipment; other equipment failure or similar event beyond the non-performing Party's reasonable control; provided, however that the affected Party shall use reasonable efforts to remove such causes of non-performance.

19. **Uncontrollable Circumstances.** Tech Friends reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside of its control (including, without limitation, changes in fees, rates, regulations, or operations mandated by law; changes in Services through no fault of Tech Friends; material reduction in revenue, inmate population or capacity; material changes in SCSO policy or economic conditions; or acts of God) materially and negatively impact its business or ability to fulfill its obligations under the Agreement; however, Tech Friends shall not unreasonably exercise such right. Further, SCSO acknowledges that Tech Friends' obligations are subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time to time, and nothing contained herein to the contrary shall restrict Tech Friends from taking any steps reasonably necessary to perform in compliance with applicable laws, rules and regulations, or, notwithstanding any other provision of this Agreement, constitute a breach of this Agreement if Tech Friends must unilaterally alter its fees, equipment, software or any Services so as to comply with such federal, state or local requirements and restrictions.

20. **No Third-Party Beneficiaries.** This Agreement is for the benefit of, and will be enforceable by, the Parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a Party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.

21. **Authority.** All signatories executing this Agreement represent that they have the full right, capacity and authority to enter into this Agreement and authorize performance of the Agreement by their respective Party.

22. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements by and between Tech Friends, or any of its officers, directors, shareholders, employees, attorneys and/or agents, and SCSO, or any of its representatives, employees, attorneys and/or agents, with respect to any and all matters relating to the hardware, software or services contemplated herein. This Agreement constitutes the sole and entire agreement between the Parties as to its subject matter.

23. **Amendment and Waiver.** This Agreement cannot be amended or modified except by the mutual written agreement of the Parties to it. The failure of either Party to insist upon or enforce strict performance by the other of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of that Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

24. **Headings.** The headings preceding each of the sections, paragraphs, or sub-paragraphs in this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

25. **Applicable Law.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Smith County, Texas.

26. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining provisions shall be in no way be affected or impaired thereby and shall remain in full force and effect.

27. **Signatures.** The Parties agree that original signatures to this Agreement that are copied and transmitted electronically shall have the same force and effect as original signatures. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with the other executed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the Effective Date.

“TECH FRIENDS”

“SCSO”

TECH FRIENDS, INC.

SMITH COUNTY SHERIFF’S OFFICE

By: _____

Name: Bob Shipman

Title: President

Date: _____, 2025

By: _____

Name: Larry R. Smith

Title: Smith County Sheriff

Date: _____, 2025

SMITH COUNTY

By: _____

Name: Neal Franklin

Title: Smith County Judge

Date _____, 2025

EXHIBIT A

TECH FRIENDS SERVICES

Tech Friends shall provide the following Services at SCSO facilities as at SCSO facilities as mutually agreed with SCSO and specified below:

1. Lockdown. Tech Friends shall provide the Banking Module of its proprietary *Lockdown™ Resident Banking System* (“Lockdown”) software on a Smith County Virtual Server.
2. Deposit and Payment Services. The Deposit and Payment Services provided by Tech Friends include: (a) debit phone time purchase through inmate kiosks and inmate tablets by the transfer of funds from the inmate purchaser’s trust account; (b) deposits into inmate trust accounts by third parties through jail lobby kiosks (cash, credit or debit) or website (credit or debit); and (c) bond/fine/fee/debt payments through jail lobby kiosks (cash, credit or debit).
3. Kiosks. Tech Friends shall provide Titan™ kiosks located in inmate housing and common areas; JailATM™ kiosks located in jail lobbies and visitation areas; and booking/intake kiosks. The number and type of kiosks (free-standing or wall mounted) provided, and their location, shall mutually agreed upon by Tech Friends and SCSO.
4. Tablets. Tech Friends shall provide corrections-grade, handheld tablet devices for use by and rental to inmates in SCSO facilities, together with charging stations, secure routers, and related accessories. Tech Friends will provide at least one tablet for every four inmates.
5. Software Applications/Functionality. In addition to the Deposit and Payment Services set forth above, kiosks and tablets shall have, at a minimum and as applicable, the following software applications and functionality: (a) written, character-based communication such as electronic

messaging and texting; (b) visual digital communication such as onsite and remote video visitation; (c) inmate grievance filing and records; (d) inmate medical scheduling; (e) jail information; (f) law library; (g) viewing digitized copies of regular mail directed to the inmate-user; (g) on tablets only, entertainment (such as, for example, movies, games, e-books and limited Internet access) and educational content.

6. Other Services. Tech Friends shall provide such other software, hardware, or services as may be mutually agreed upon from time to time between the Parties.

EXHIBIT B

MAIL HANDLING SERVICES – TERMS AND CONDITIONS

Tech Friends shall provide Mail Handling Services on the terms and conditions of this Agreement including those set forth below.

1. **Mail Handling Services.** Tech Friends agrees to provide the following Mail Handling Services during the Term and each Renewal Term of the Agreement:

- a. Receiving and opening Regular Mail directed to inmates housed in the SCSO's facilities;
- b. Digitally scanning the Regular Mail;
- c. Sending the electronic scan of Regular Mail to a kiosk, tablet or other mutually agreed upon device whereby each recipient inmate can retrieve the scan via electronic mail;
- d. Shredding and disposing of the original Regular Mail no earlier than thirty (30) days after scanning; and
- e. Such other services or activities as the Parties may mutually agree upon from time to time.

For purposes of this Agreement, "Privileged Mail" means legal, confidential or otherwise privileged mail sent to inmates; "Commercial Mail" means materials produced for bulk distribution (such as magazines or newsletters); "Regular Mail" means mail that is not Privileged Mail or Commercial Mail.

2. **Fees and Costs.** In light of the remuneration that Tech Friends receives for the other services it provides in connection with the Agreement, Tech Friends agrees to provide the Mail Handling Services at no additional charge to the SCSO for so long as Tech Friends remains the exclusive provider of those other Services, including without limitation digital, character-based communications. If Tech Friends ceases to be the exclusive provider of one or more of those other Services then Tech Friends and SCSO shall renegotiate this Agreement in good faith to arrive at mutually agreeable compensation to Tech Friends for the Mail Handling Services. If the Parties cannot agree on such compensation within thirty (30) days of commencing negotiations then Tech Friends reserves the right to terminate the Mail Handling Services upon thirty (30) days' advance written notice given to the SCSO.

3. **Non-Scannable Materials.** Tech Friends shall forward to the SCSO any materials that Tech Friends, in its sole and absolute discretion, determines cannot be scanned for any reason, including without limitation mail that is greater than 100 pages in length. Notwithstanding the foregoing, the SCSO acknowledges and agrees that the security and safety of Tech Friends' agents is at all times paramount. Accordingly, if Tech Friends, in its sole and absolute discretion, determines that any mail may or does contain materials that are illegal, unsanitary or unsafe (such as drugs or other biological hazards), or that may render further handling or storage of the contents potentially dangerous, then Tech Friends shall immediately contact the SCSO. If Tech Friends determines, in its sole and absolute discretion, that it is reasonable and safe to do so, Tech Friends shall follow any or all of the SCSO's instructions as to the further handling and disposition of the subject materials. SCSO further agrees that Tech Friends has the right, but not the obligation, in its sole and absolute discretion to notify any other law enforcement agency of Tech Friends' choosing about packages, mail or contents that contain potentially or actually illegal, unsanitary or unsafe material. No action taken by Tech Friends in good faith with respect to potentially or actually illegal, unsanitary or unsafe material, or materials that Tech Friends determines cannot be scanned, shall constitute a breach of this Agreement.

4. **SCSO's Obligations.** SCSO shall be solely responsible for the receipt and handling of all Privileged and Commercial mail sent to inmates. SCSO shall notify inmates and those corresponding with them: (i) that Tech Friends is the appointed agent for the receipt, opening, processing and scanning of Regular Mail; (ii) that all Privileged mail must be conspicuously marked as such on the outside of the envelope; (iii) of the addresses for sending, respectively, Privileged, Commercial and Regular Mail to inmates; (iv) that Regular Mail may not be fully opened or scanned if contains non-scannable, or potentially or actually illegal, unsafe or unsanitary, materials; (v) that safe Regular Mail of less than 100 pages in length will be digitally scanned and transmitted via electronic mail to each inmate recipient by Tech Friends; and (vi) that all originals of Regular Mail will be permanently destroyed after scanning by Tech Friends. Mail of any kind or nature mistakenly sent to Tech Friends shall, in Tech Friends'

sole and absolute discretion, either be returned to the sender, or forwarded to the SCSO for further handling, upon Tech Friends learning that such mail was misdirected; provided, however, that Tech Friends shall have no duty of investigation whatsoever to determine the character of, or whether it should have received, any particular piece of mail. SCSO shall enact such internal policies and procedures as are necessary or desirable to facilitate the Mail Handling Services and meet its obligations under this Agreement. SCSO represents and warrants that the laws, rules and regulations of its jurisdiction allow Tech Friends to provide the Mail Handling Services. Tech Friends shall become the designated agent of inmates to receive, open and process their Regular Mail consistent with this Agreement; the SCSO shall obtain all legally required consents for Tech Friends to provide such services or offer the inmates alternative mail handling options. SCSO shall defend, indemnify, and hold Tech Friends harmless from any and all costs (including attorneys' fees), damages, liabilities and claims brought against Tech Friends or its agents in connection with or arising from the Mail Handling Services, including without limitation misdirected Privileged or Commercial mail; Tech Friends' handling of non-scannable, or potentially or actually illegal, unsafe or unsanitary, materials; and the destruction of the originals of any Mail.

EXHIBIT C

USER FEES

Service	User Fee
Debit phone time account deposit by inmate	\$1.00 minimum
Deposit to inmate trust/bank account – cash, lobby kiosk	\$3.25 per deposit
Deposit to inmate trust/bank account – credit or debit card, any channel	\$3.25 per deposit <u>or</u> ten percent (10%) of the deposit amount, whichever is greater
Electronic mail	Maximum of \$0.50 per email
Onsite video visitation	No charge
Remote video visitation	\$0.20 per video visitation minute
Tablet rental – “Flex Pass”	<p>\$0.05 per minute*</p> <p>* Each inmate shall receive fifteen (15) minutes of free tablet use every three (3) consecutive hours, on a non-cumulative basis.</p>

11

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/15/2025	Submitted by: KAREN NELSON
Meeting Date: 07/22/2025	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: UTILITY PERMIT	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 46, CenterPoint Energy, install service line, Precinct 4, b. County Road 313 E, Leidos, install service line, Precinct 3, c. County Road 47, Kaufman Development & Construction, LLC, install water line, Precinct 4, d. County Road 178, Benchmark Design Group, install sewer main and water line, Precinct 1; and e. County Road 178, Benchmark Design Group, install storm pipe, headwall and metal beam guard fence, Precinct 1	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT

Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Cara Hooper Monteau Date: 6/24/2025
Company Name (if different): CenterPoint Energy Phone: 409-860-7129
Address: 7415 WINDCASTLE DR Fax: _____
BEAUMONT, TEXAS Zip: 77713
24/7 Contact Name: _____ Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): Proposed to install 200' of 1" IP PLA SVC IN 2" HDPE CASING

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: _____

Construction signs, traffic cones, and safety flags.

7. Proposed start date: 7/14/2025 Completion date: 7/16/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes x No

20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

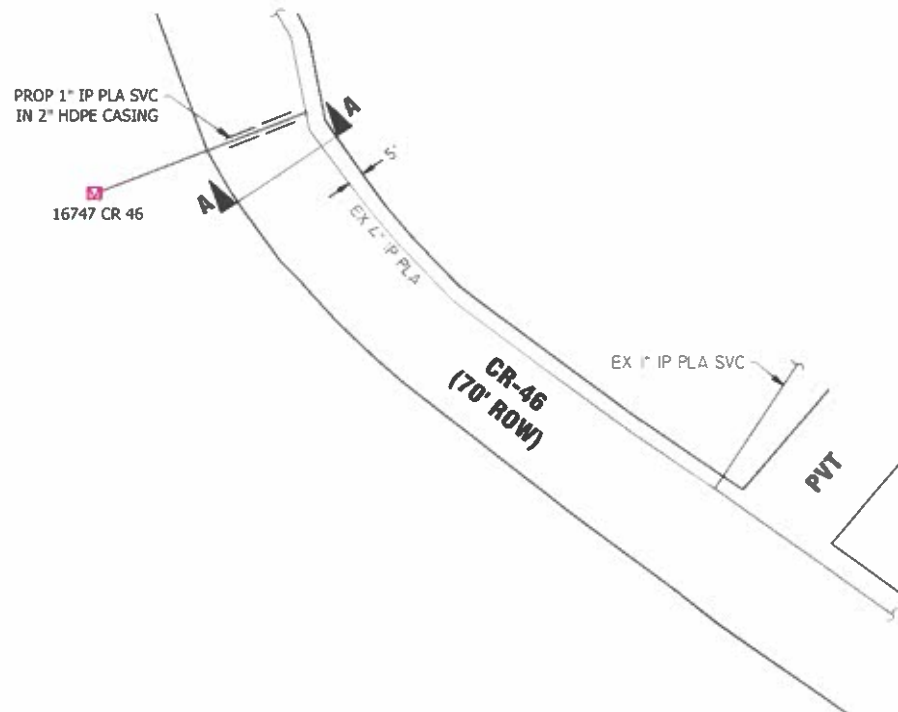
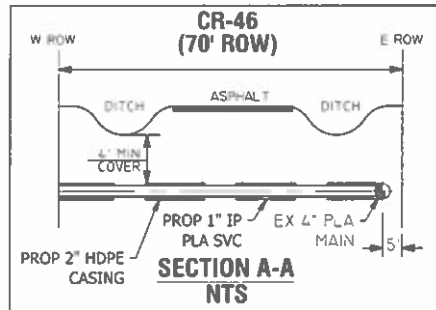
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Cara Hoover Date: 6/24/2025

Approved: Earl Davis 7/10/25
Smith County Road Administrator/Engineer



SMITH COUNTY PERMIT



PERMITS REQUIRED FOR CONSTRUCTION

☐ NO PERMITS REQUIRED

☐ TXDOT

☐ CITY: _____

☒ COUNTY: SMITH

☐ FLOOD CONTROL/DRAINAGE: _____

☐ RAILROAD: _____

GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (CARA MONTEAU AT 409-860-7129) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-8-1-330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-8-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.1.130 OF THE CONSTRUCTION AND SERVICE MANUAL AND EPV SIZING CHART. -CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (VINCENT PACHECO AT 713-967-7386) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

INSPECTOR: KENNETH TAYLOR (903-844-6687)

DRAFTER: AN 6/23/25
CKR: HE 6/23/25
ENGR: _____



VICINITY MAP

LEGEND

EXISTING MAIN

PROP MAG ANODE

PROP TRANS STATION

PROP TEST POINT

PROP LOCATION POINT

PROP 1" IP PLA SVC

PROP 5# ZINC ANODE

PROP MARKER BALL

PROP LINE MARKER

PIPE SUMMARY GENERIC

PIPE REQUIRED

150' 1" PLA SERVICE IP - Intermediate Pressure

150' TOTAL PIPE

DESIGNED BY: CARA MONTEAU
ESTIMATED COST: \$
NEED DATE: 6/23/25
PURPOSE AND NECESSITY: TO SERVE A RESIDENTIAL CUSTOMER

ORIGIN BY: AN
DATE: 6/23/25
SCALE: 1"=10'
SHEET 1 OF 1

3801010876

SMITH COUNTY PERMIT
16747 CR 46
TYLER, TEXAS

CenterPoint
Energy
EBC-2501510



**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT**
Smith County Road & Bridge Department
P.O. Box 990
Tyler, Texas 75710

1. Applicant: Sahl Evans Date: 6/26/2025
Company Name (if different): Leidos Phone: 571-521-3952
Address: _____ Fax: _____
Zip: _____
24/7 Contact Name: _____ Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): Various along County Rd 313 E. Displayed in attached plans

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: _____
All work is off roadway and should not require traffic control plans / lane closures

7. Proposed start date: 7/7/2025 Completion date: 7/7/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No _____

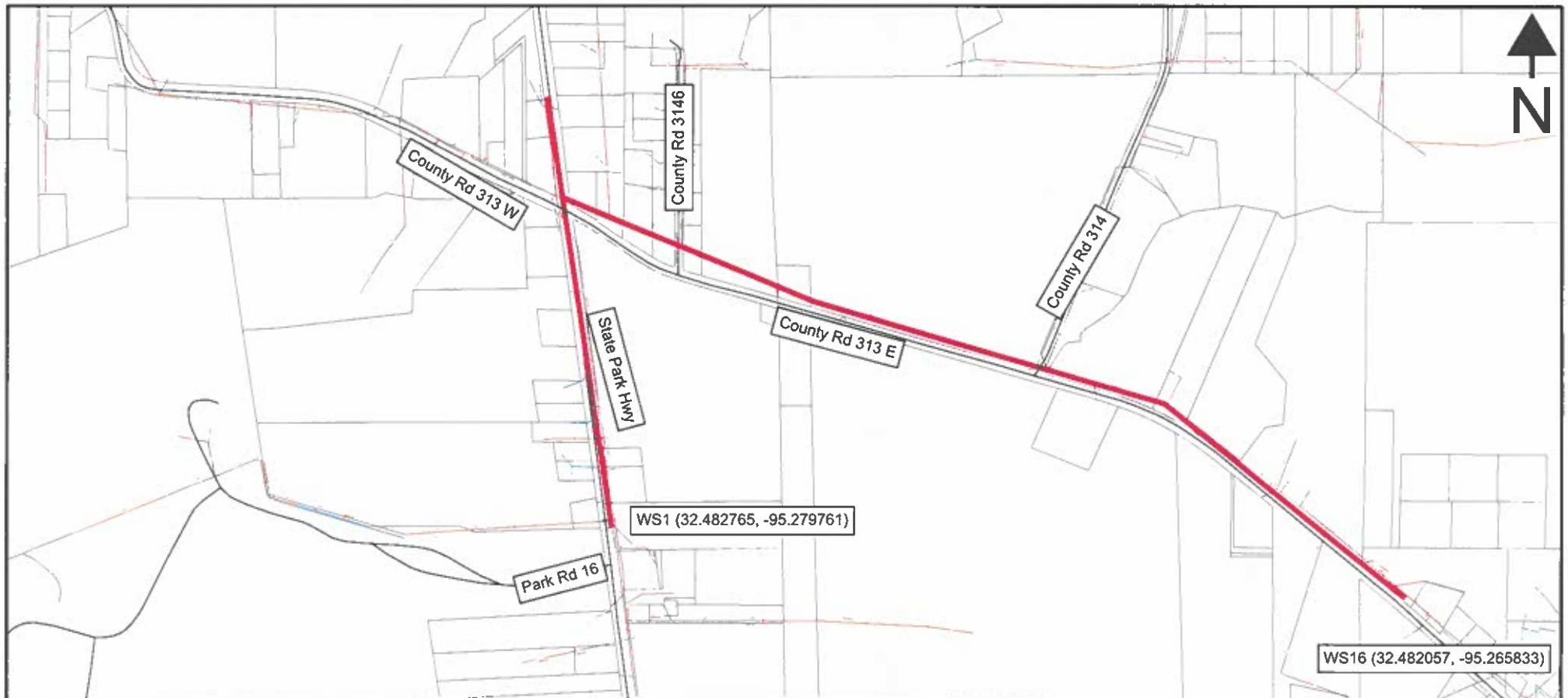
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Sahl Evans

Date: 6/26/2025

Approved:  7/11/25
Smith County Road Administrator/Engineer



IT IS THE RESPONSIBILITY OF THE UTILITY TO NOTIFY TXDOT VIA RULIS WEBSITE 72 HOURS PRIOR TO START OF CONSTRUCTION.

CONTRACTORS, YOU ARE TO CALL:

1. SAHL EVANS FOR RULIS NOTIFICATION
2. THE TXDOT INSPECTOR NOTED ON THE APPROVED PERMIT 72-HOURS PRIOR TO THE START OF CONSTRUCTION

RULIS ELECTRONIC NOTIFICATION CONTACT:

SAHL EVANS
EMAIL: SAHL.EVANS@LEIDOS.COM
PHONE: 571-521-3952

POLE MATERIAL: WOOD UNLESS OTHERWISE NOTED
POLE DIAMETER: 12"-17" UNLESS OTHERWISE NOTED
ALL POLES WILL BE INSTALLED NO FURTHER THAN 3' WITHIN THE ROW

ELECTRIC CONSTRUCTION PRINT

WO Number: **28802975-01** Date: **2025/06/25** Description: **TYL GT300** PATROL INTERVENTION
Sheet: **1** of **9** Scale: **1"=640'** Customer: **Oncor**
Job Status: **Design** Svc Ctr / Office: **TYL/Tyler SC** Address: **14975 FM 14**
Designer: **EVANS, SAHL/UBOR** 571-521-3952 Location: **Tyler, TX 75706**
Project Mgr: **COHEA, BARRY J/USEP** 817-716-4952

Permits:
TXDOT ROW
Smith County ROW
NJUNS 6917010

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**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT**
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Mitchell Kaufman Date: June 3, 2025
Company Name (if different): Kaufman Development & Construction, LLC. Phone: 214-695-6513
Address: 3445 Milton #5, Dallas, TX Fax: _____
Zip: 75205
24/7 Contact Name: Mitchell Kaufman Phone: 214-695-6513
Contractor: Mitchell Kaufman Phone: 214-695-6513
Bonding Company: McCauley Bond Agency Phone: 214-989-7047
2. Franchise Holder: City of Tyler Phone: 903-531-1151
3. Franchise Contact: Development Services Department Phone: 903-531-1151
4. Location (if applicable, length of installation in feet): Approximately 776 linear feet of 12-inch water line (extending north from the end of the line at Blaire Lake Addition, Unit 1) located along CR 47.
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: Majority of proposed water will be located between CR 47 and existing right of way, so there should be minimal traffic impact.

7. Proposed start date: August 1, 2025 Completion date: September 1, 2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No X

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

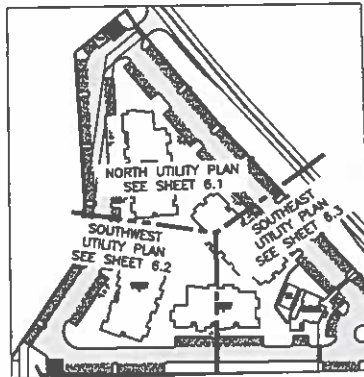
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: _____

Date: June 3, 2025

Approved: [Signature] 7/11/25
Smith County Road Administrator/Engineer

UTILITY PLANS
KEY MAP



UTILITY PLAN NOTES:

- COORDINATE WITH CITY OF TYLER AS NOTED. CONTACT DEVELOPMENT SERVICES AT 903-351-1030.
- SEE M.E.P. PLANS FOR ROOF DRAIN AND UTILITY CONNECTIONS.
- ALL WATER, SANITARY SEWER, AND STORM SEWER ARE TO BE TERMINATED 3-FT. OUTSIDE OF BUILDING LINES AND CAPPED. ALL WORK BEYOND THAT POINT WILL BE DONE BY PLUMBER.
- REFER TO M.E.P. PLANS FOR FUTURE LOCATIONS OF ELECTRIC, GAS, PHONE, AND DATA.
- VERIFY ALL LOCATIONS OF EXISTING UTILITIES, ROADS, PARKING, PROPERTY LINES, SET BACKS, DIMENSIONS, ETC., PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
- ALL PUBLIC UTILITY WORK PERFORMED IN STREET RIGHT-OF-WAY AND UTILITY EASEMENTS, MUST BE PERFORMED BY A CITY OF TYLER APPROVED UTILITY CONTRACTOR. THE UTILITY CONTRACTOR MUST BE ABLE TO ENTER INTO A STANDARD 3-WAY CONTRACT WITH THE CITY OF TYLER AND THE OWNER/OWNER'S REPRESENTATIVE.
- BEFORE CONSTRUCTION, VERIFY FIRE LINE SIZES FOR INDIVIDUAL BUILDING SERVICES.

- EXISTING 12" CITY OF TYLER WATER LINE.
- EXISTING CITY OF TYLER SANITARY SEWER LINE.
- EXISTING CITY OF TYLER SANITARY SEWER MANHOLE TO REMAIN.
- PROPOSED 12"x8"x12" TEE. SEE SHEETS C6.4 AND C6.5 FOR MORE INFORMATION.

- PROPOSED 12"x8"x12" TEE. SEE SHEETS C6.4 AND C6.5 FOR MORE INFORMATION.
- CONSTRUCT CAST-IN-PLACE STANDARD CITY OF TYLER REINFORCED CONCRETE METER VAULT, AND INSTALL 8" DOUBLE CHECK DETECTOR ASSEMBLY. AT CONTRACTOR'S EXPENSE, THE CITY OF TYLER UTILITY DEPARTMENT SHALL FURNISH THE DOUBLE CHECK DETECTOR ASSEMBLY. A MINIMUM OF 18" CLEARANCE IS REQUIRED BETWEEN METER AND VAULT. SEE STANDARD WATER DETAIL SHEET.
- CONSTRUCT CAST-IN-PLACE STANDARD CITY OF TYLER REINFORCED CONCRETE METER VAULT AND INSTALL 8" DOMESTIC WATER METER. A MINIMUM OF 18" CLEARANCE IS REQUIRED BETWEEN METER AND VAULT. SEE STANDARD WATER DETAIL SHEET. AT CONTRACTOR'S EXPENSE, THE CITY OF TYLER UTILITY DEPARTMENT SHALL FURNISH THE DOMESTIC WATER METER.
- CONSTRUCT CAST-IN-PLACE STANDARD CITY OF TYLER REINFORCED CONCRETE METER VAULT, AND FURNISH AND INSTALL WAITS REGULATOR COMPANY 8" SERIES 708-CITY 8 DOUBLE CHECK VALVE ASSEMBLY (BACK-FLOW PREVENTER) A MINIMUM OF 18" CLEARANCE IS REQUIRED BETWEEN DOUBLE CHECK VALVE ASSEMBLY AND VAULT. SEE STANDARD WATER DETAIL SHEET.
- FOR ILLUSTRATION, FURNISH AND INSTALL WAITS REGULATOR COMPANY 2" SERIES UFD002-GT 2 REDUCED PRESSURE ZONE ASSEMBLY BACKFLOW PREVENTER (BPF). INSTALL FIBERGLASS INSULATED ENCLOSURE (W8) OR COMPATIBLE WATERPOCK. SUBMIT ENCLOSURE SPECIFICATIONS TO ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
- FOR ILLUSTRATION, FURNISH AND INSTALL WAITS REGULATOR COMPANY UFD001-GT 1 DOUBLE CHECK VALVE ASSEMBLY (BACK-FLOW PREVENTER). INSTALL FIBERGLASS INSULATED ENCLOSURE (W8) OR COMPATIBLE WATERPOCK. SUBMIT ENCLOSURE SPECIFICATIONS TO ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
- FURNISH AND INSTALL STANDARD 3-WAY FIRE HYDRANT.
- FURNISH AND INSTALL 8" CS90 DR14 WATER LINE WITH TRACER WIRE AT A DEPTH OF 60".
- FURNISH AND INSTALL 8" CS90 DR14 FIRE WATER LINE WITH TRACER WIRE AT A DEPTH OF 60".
- FURNISH AND INSTALL 12" CS90 DR14 WATER LINE WITH TRACER WIRE. SEE PLAN AND PROFILE SHEETS FOR DETAIL.
- CONSTRUCT STANDARD 4" DIAMETER PRECAST CONCRETE SANITARY SEWER MANHOLE.
- FURNISH AND INSTALL 4" SDR 26 PVC PRIVATE SANITARY SEWER LINE WITH CLASS B-1 BEDDING.
- FURNISH AND INSTALL 8" SDR 26 PVC PRIVATE SANITARY SEWER LINE WITH CLASS B-1 BEDDING.
- FURNISH AND INSTALL 8" SDR 26 PVC PRIVATE SANITARY SEWER LINE WITH CLASS B-1 BEDDING.



cbd-
architects, llc
1322 44TH AVENUE
MARIETTA, TEXAS 77559-4115
713 683-9130

THE FLATS AT BLAIRE LAKE
1881 C.R. 47
TYLER, SMITH COUNTY, TEXAS

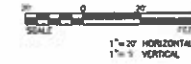
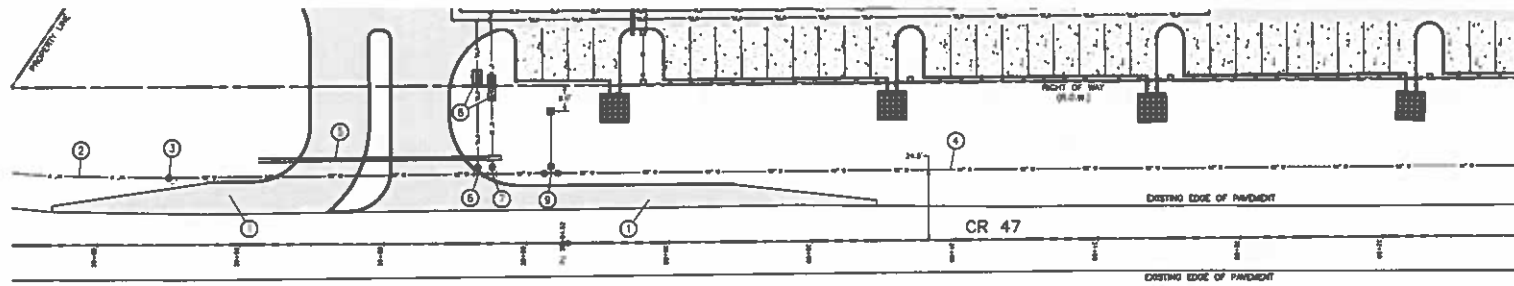
NO.	DATE	REVISION
1.	06/09/2023	ISSUED FOR PERMIT
2.	06/09/2023	ISSUED FOR PERMIT



ACCORDING TO THE "UNDISCLOSED POLICY" OF THE
CONTRACTOR, A SAFETY AND SECURITY OF THE CITY OF TYLER
AND THE STATE OF TEXAS, THE CONTRACTOR SHALL BE
RESPONSIBLE FOR THE SAFETY AND SECURITY OF THE CITY OF TYLER
AND THE STATE OF TEXAS.

OVERALL
UTILITY
PLAN

C6.0

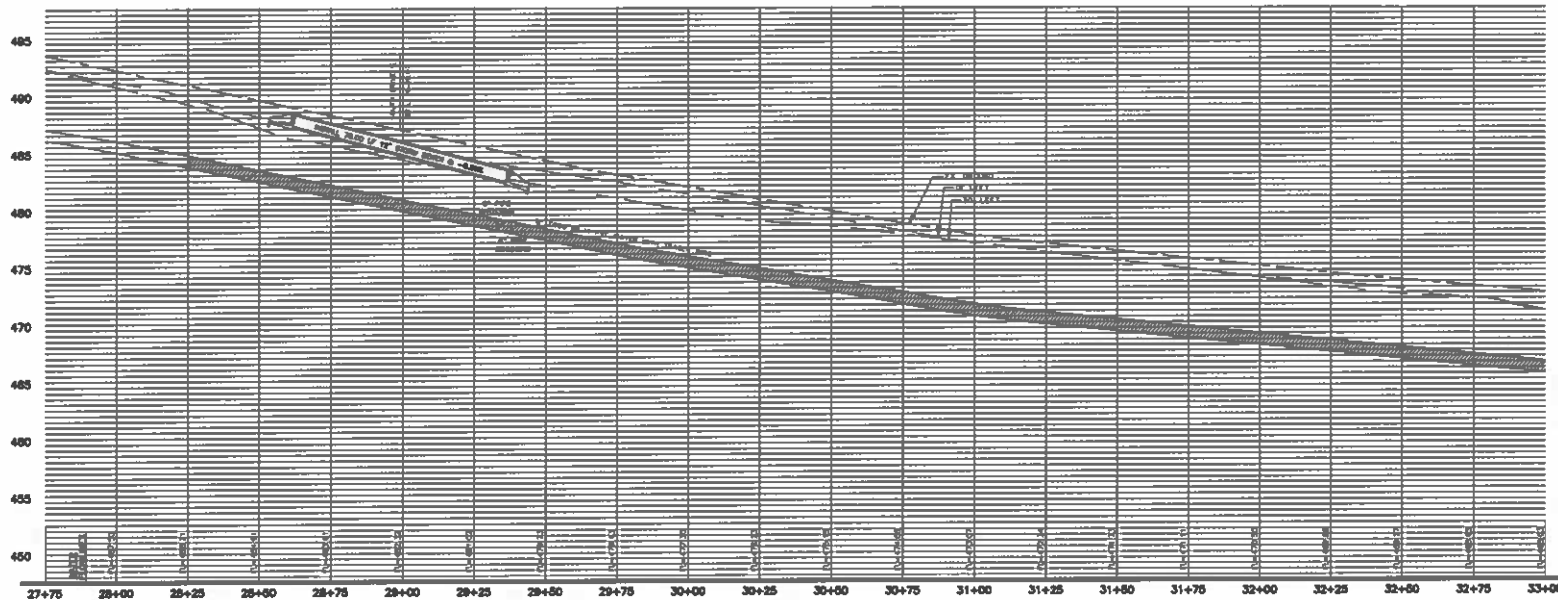


NOTES:

- VERIFY ALL LOCATIONS OF EXISTING UTILITIES, ADJACENT PARCELS, PROPERTY LINES, SET BACKS, ETC. PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
1. PROPOSED CONCRETE PAVEMENT: SEE SHEET C3.0 FOR MORE INFORMATION.
2. EXISTING 12" WATER LINE
3. REMOVE EXISTING FLUSH VALVE AND CORRECT PROPOSED 12" WATER LINE. RELOCATED EXISTING FLUSH VALVE TO END OF PROPOSED LINE (SEE SHEET C8.3).
- STA. 29+23.00 O/S -23.32
4. FURNISH AND INSTALL 12" C900 DR 14 PVC WATER LINE WITH TRUCKER HOLE
5. PROPOSED STORM LINE, SEE SHEET C8.3 FOR MORE INFORMATION.
6. INSTALL:
- 1-12"x12" 12" Tee
1-8" VALVE AND BOX
STA. 29+33.02 O/S -24.23
7. INSTALL:
- 1-12"x12" 12" Tee
1-6" VALVE AND BOX
STA. 29+38.02 O/S -24.28
8. SEE SHEET C8.3.
9. INSTALL:
- 1-12"x12" 12" Tee
1-8" VALVE AND BOX
2-12" VALVES AND BOXES
2-6" FIRE HYDRANT BRANCH
1-STANDARD 3-WAY FIRE HYDRANT
STA. 29+48.50 O/S -24.43

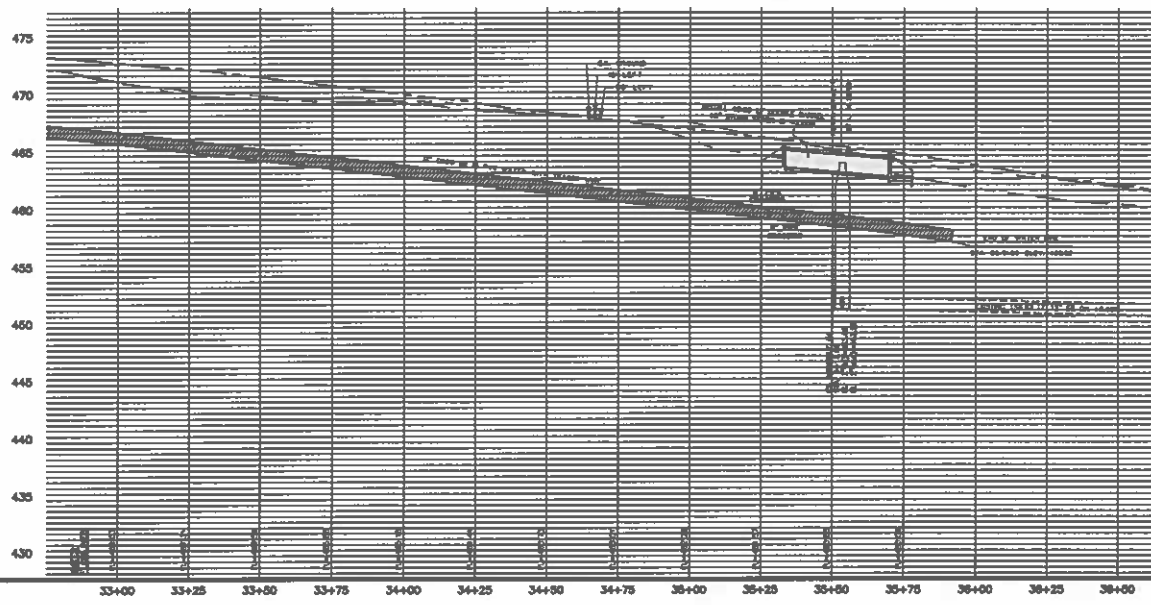
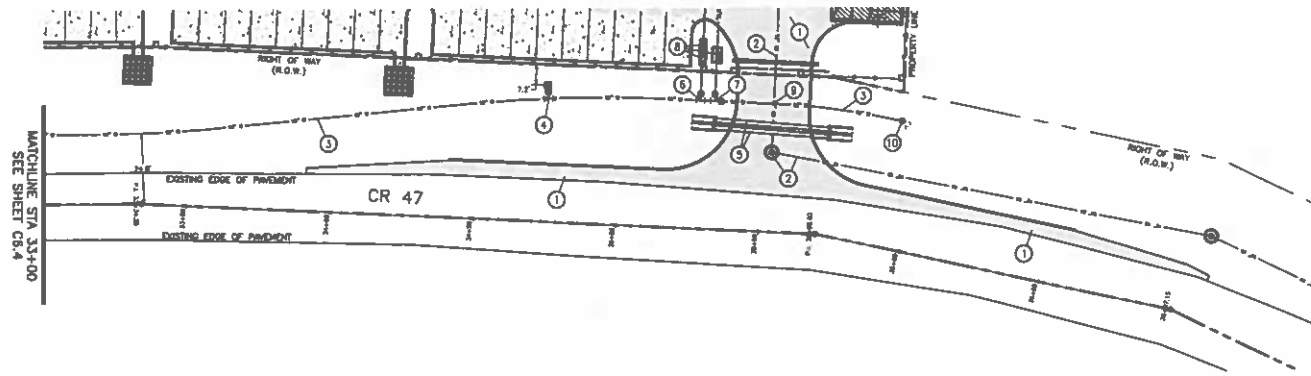
cbd-
11-11-11

THE FLATS AT BLAIRE LAKE
1881 C.R. 47
TYLER, SMITH COUNTY, TEXAS



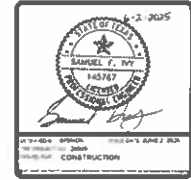
CR 47
(STA. 28+00
TO 33+00)

C6.4



NOTES:

- VERIFY ALL LOCATIONS OF EXISTING UTILITIES, ROADS, PAVINGS, PROPERTY LINES, SET BACKS, DRAINAGES, ETC., PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
- ① PROPOSED CONCRETE PAVEMENT. SEE SHEET C3.0 FOR MORE INFORMATION.
- ② EXISTING CITY OF TYLER 12" SANITARY LINE AND MANHOLE.
- ③ FURNISH AND INSTALL 12" CSOB OR 14" PVC WATER LINE WITH TRACER WIRE.
- ④ INSTALL:
1-12"x8"x12" TEE
1-8" VALVE AND BOX
1-8" FIRE HYDRANT BRANCH
1-STANDARD 3-WAY TEE HYDRANT
STA 34+74.45 O/S -43.21'
- ⑤ PROPOSED STORM LINE. SEE SHEET C3.1 FOR MORE INFORMATION.
- ⑥ INSTALL:
1-12"x8"x12" TEE
1-8" VALVE AND BOX
STA 33+27.73 O/S -43.00'
- ⑦ INSTALL:
1-12"x8"x12" TEE
1-8" VALVE AND BOX
1-2" VALVE AND BOX
STA 33+32.72 O/S -44.89'
- ⑧ SEE SHEET C3.1
- ⑨ ***CAUTION*** EXISTING SANITARY CROSSING.
- ⑩ INSTALL
1-EXISTING AUTOMATIC FLUSH VALVE
STA 33+91.30 O/S -43.00'



cbd-
architect, llc
1122 NORTH BLAIRE AVENUE
DALLAS, TEXAS 75208-0113
TEL 469 895 8975

THE FLATS AT BLAIRE LAKE
1881 C.R. 47
TYLER, SMITH COUNTY, TEXAS

NO.	DATE	REVISIONS
1	06/03/2025	CREATED PLAN AND PROFILE SHEETS FOR CR 47
2	06/03/2025	REVISIONS TO TYLER PLAN

CR 47
(STA. 33+00
TO 36+97.15)

C6.5



**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT**
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Andrew Snodgrass Date: 6-26-2025
Company Name (if different): Benchmark Design Group Phone: (903) 534-5353
Address: 2301 Three Lakes Parkway Fax: _____
Tyler, Texas Zip: 75712
24/7 Contact Name: Chris Cooper Phone: (903) 570-2812
Contractor: Precision Civil Phone: (903) 316-3348
Bonding Company: Old Republic Surety Company Phone: (501) 376-0716
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): Installation of 76 L.F. of 8" Sanitary Sewer main and
61 L.F. of 8" Water Main.
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: Will use type 3 barricades
at the road closure sites, and another row of type 3 barricades at the excavation site. This will also include the proper
road closed signs.
7. Proposed start date: 7/14/2025 Completion date: 7/24/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No _____

20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

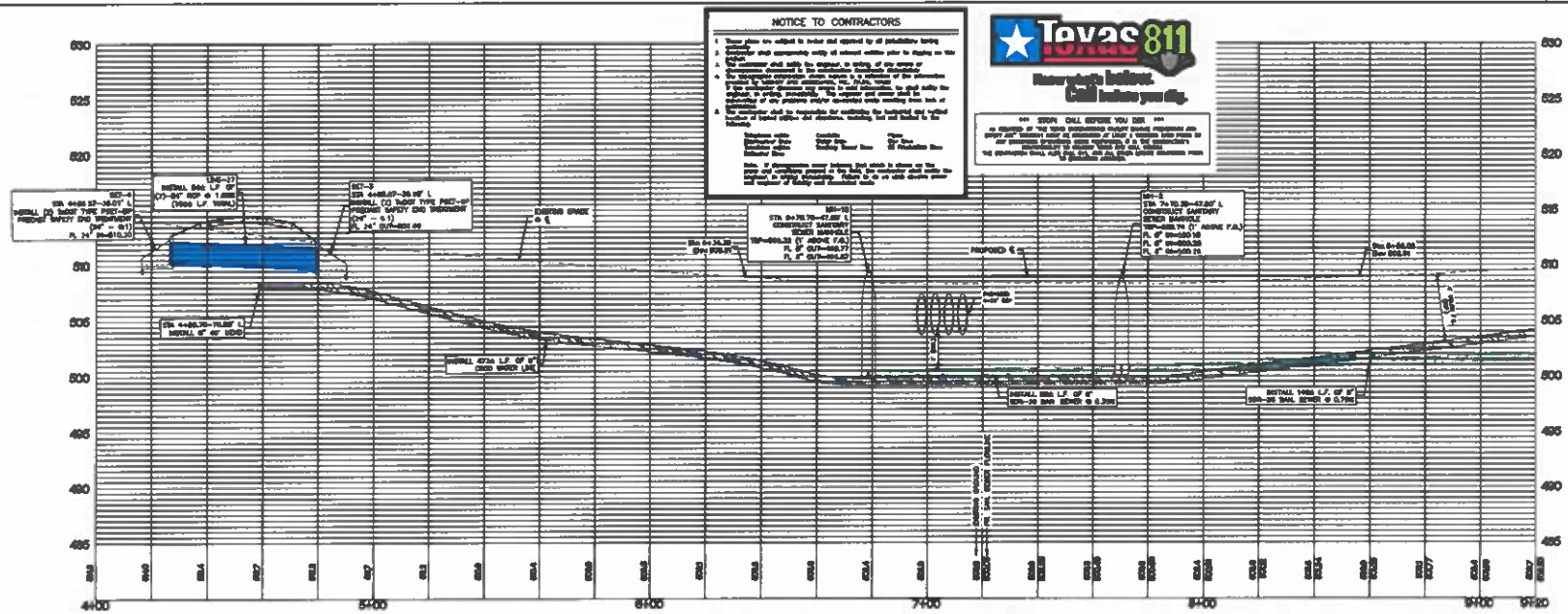
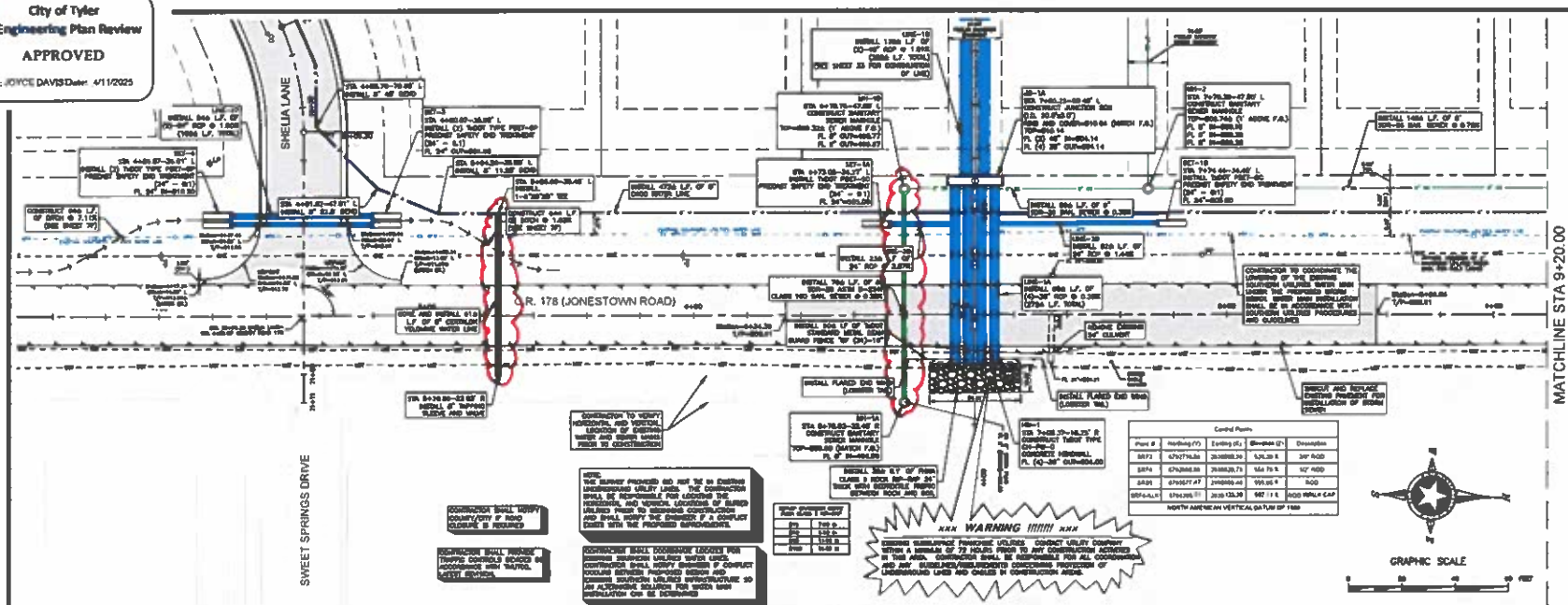
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: _____

Date: 6-26-25

Approved: _____

Smith County Road Administrator/Engineer





APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT

Smith County Road & Bridge Department

P.O.Box 990

Tyler, Texas 75710

1. Applicant: Andrew Snodgrass Date: 6-26-2025
Company Name (if different): Benchmark Design Group Phone: (903) 534-5353
Address: 2301 Three Lakes Parkway Fax: _____
Tyler, Texas Zip: 75712
24/7 Contact Name: Chris Cooper Phone: (903) 570-2812
Contractor: Precision Civil Phone: (903) 316-3348
Bonding Company: Old Republic Surety Company Phone: (501) 376-0716
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): Installation of 68 L.F. of 4 barrel 36" RCP storm pipe (272 L.F. total, type PW-CH-O headwall, and TxDOT metal beam guard fence
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: Will use type 3 barricades at the road closure sites, and another row of type 3 barricades at the excavation site. This will also include the proper road closed signs.

7. Proposed start date: 7/14/2025 Completion date: 7/24/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, herby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes_____ No_____

20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

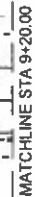
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: _____

Date: 6-26-25

Approved: _____

Smith County Road Administrator/Engineer



**Know what's below.
Call before you dig.**

*** STOP! CALL BEFORE YOU DIG ***

As operator of the state transportation facility maintenance and construction and repair and maintenance of the state of Texas, the Texas Department of Transportation (TxDOT) is responsible for the safety and security of the state's transportation system. TxDOT is responsible for the safety and security of the state's transportation system. TxDOT is responsible for the safety and security of the state's transportation system.

BENCHMARK
SYSTEM GROUP

PAYED BY: JCM

CHECKED BY: ELS

DATE: JULY 2022

JOB NO: 2021.068

SHEET NO: 16

12

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 7/10/2025	Submitted by: Jennafer Bell
Meeting Date: 7/22/2025	Department: Auditors Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Auditor Report and Executive Summary	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive monthly Auditor report and Executive Summary for June 2025.	
Background: The Smith County Auditor regularly submits a monthly report for the court's review and acceptance.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Weekly	Department: Auditor
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



Smith County

Budget Transfer Request

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

Treasurer

TRANSFER FROM:

Account Name	Account Number	Amount
Contingency	10.409.4400.499	\$5,000.00

TRANSFER TO:

Account Name	Account Number	Amount
Permanent Part Time	10.497.4100.112	\$5,000.00

BRIEF EXPLANATION FOR REQUEST:

Permanent Part Time

Department Head:

Auditor's Office

Kelli R. White

07/17/25

Signature

Date

Signature

Date

Kelli R. White

Name (Please Print)

Approved by Commissioners Court

Date



Smith County

Budget Transfer Request FY25

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

Jail

TRANSFER FROM:

Account Name	Account Number	Amount
Prisoner Transfer	10.561.4600.674	\$50,000.00

TRANSFER TO:

Account Name	Account Number	Amount
Permanent Part-Time	10.561.4100.112	\$50,000.00

BRIEF EXPLANATION FOR REQUEST:

Cover part time.

Department Head:

Auditor's Office

Kalisha Boyd

7/18/25

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date



Smith County

Budget Transfer Request FY25

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

JP#5

TRANSFER FROM:

Account Name	Account Number	Amount
Contingency	10.409.4400.499	\$10,000.00

TRANSFER TO:

Account Name	Account Number	Amount
Autopsies	10.459.4600.608	\$10,000.00

BRIEF EXPLANATION FOR REQUEST:

Cover deficit of \$2,859.50 and upcoming autopsies.

Department Head:

Auditor's Office

Kalisha Boyd

7/18/25

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 7/31/2025	& in Process	Balance	PCT
10	GENERAL FUND						
10.459	JUSTICE OF PEACE, PCT 5						
10.459.4600	OTHER SERVICES & CHARGES						
10.459.4600.608	AUTOPSIES						
10/01/24 --	Beginning Balance --	65,000.00				65,000.00	
10/04/24	EAST TEXAS MORTUARY SERV V 173895	468232		264.50	264.50	64,735.50	
10/16/24	SERENITY PROFESSIONAL SE V 174165	468711		250.00	250.00	64,485.50	
10/16/24	SERENITY PROFESSIONAL SE V 174165	468710		200.00	200.00	64,285.50	1
10/23/24	SERENITY PROFESSIONAL SE V 174273	468975		250.00	250.00	64,035.50	1
10/23/24	SERENITY PROFESSIONAL SE V 174273	468976		250.00	250.00	63,785.50	1
10/30/24	SERENITY PROFESSIONAL SE V 174367	469273		250.00	250.00	63,535.50	2
11/19/24	FORENSIC MEDICAL V 174710	470021		2,475.00	2,475.00	61,060.50	6
11/19/24	FORENSIC MEDICAL V 174710	470021		2,475.00	2,475.00	58,585.50	9
11/19/24	FORENSIC MEDICAL V 174710	470021		2,475.00	2,475.00	56,110.50	13
11/19/24	SERENITY PROFESSIONAL SE V 174756	469995		475.00	475.00	55,635.50	14
11/19/24	SERENITY PROFESSIONAL SE V 174756	469978		250.00	250.00	55,385.50	14
11/19/24	SERENITY PROFESSIONAL SE V 174756	469977		250.00	250.00	55,135.50	15
12/17/24	FORENSIC MEDICAL V 175199	471118		2,475.00	2,475.00	52,660.50	18
01/08/25	SERENITY PROFESSIONAL SE V 175451	471585		250.00	250.00	52,410.50	19
01/08/25	SERENITY PROFESSIONAL SE V 175451	471586		250.00	250.00	52,160.50	19
01/14/25	SERENITY PROFESSIONAL SE V 175556	471851		250.00	250.00	51,910.50	20
01/23/25	SERENITY PROFESSIONAL SE V 175646	472156		250.00	250.00	51,660.50	20
01/23/25	SERENITY PROFESSIONAL SE V 175646	472154		250.00	250.00	51,410.50	20
01/23/25	SERENITY PROFESSIONAL SE V 175646	472155		250.00	250.00	51,160.50	21
01/23/25	SERENITY PROFESSIONAL SE V 175646	472153		250.00	250.00	50,910.50	21
01/27/25	FORENSIC MEDICAL V 175721	472248		2,475.00	2,475.00	48,435.50	25
01/27/25	FORENSIC MEDICAL V 175721	472248		2,475.00	2,475.00	45,960.50	29
01/27/25	FORENSIC MEDICAL V 175721	472248		2,475.00	2,475.00	43,485.50	33
02/19/25	FORENSIC MEDICAL V 176004	473241		2,475.00	2,475.00	41,010.50	36
02/19/25	FORENSIC MEDICAL V 176004	473241		2,475.00	2,475.00	38,535.50	40
03/05/25	SERENITY PROFESSIONAL SE V 176304	473795		250.00	250.00	38,285.50	41
03/06/25	SERENITY PROFESSIONAL SE V 176304	473886		475.00	475.00	37,810.50	41
03/07/25	DALLAS COUNTY TREASURER V 176235	473899		3,160.00	3,160.00	34,650.50	46
03/12/25	SERENITY PROFESSIONAL SE V 176454	474097		200.00	200.00	34,450.50	46
03/31/25	SERENITY PROFESSIONAL SE V 176767	474696		250.00	250.00	34,200.50	47
03/31/25	SERENITY PROFESSIONAL SE V 176767	474692		250.00	250.00	33,950.50	47
04/02/25	SERENITY PROFESSIONAL SE V 176767	474819		250.00	250.00	33,700.50	48
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	31,225.50	51
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	28,750.50	55
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	26,275.50	59
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	23,800.50	63
04/22/25	SERENITY PROFESSIONAL SE V 177149	475697		475.00	475.00	23,325.50	64
04/22/25	SERENITY PROFESSIONAL SE V 177149	475696		250.00	250.00	23,075.50	64
04/28/25	SERENITY PROFESSIONAL SE V 177273	475867		250.00	250.00	22,825.50	64

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 7/31/2025	& in Process	Balance	PCT

10	GENERAL FUND						
10.459	JUSTICE OF PEACE, PCT 5						
10.459.4600	OTHER SERVICES & CHARGES						
10.459.4600.608	AUTOPSIES						
04/28/25	SERENITY PROFESSIONAL SE V 177273	475873		250.00	250.00	22,575.50	65
05/12/25	SERENITY PROFESSIONAL SE V 177513	476418		250.00	250.00	22,325.50	65
05/19/25	DALLAS COUNTY TREASURER V 177554	476635		3,160.00	3,160.00	19,165.50	70
05/19/25	FORENSIC MEDICAL V 177564	476660		2,475.00	2,475.00	16,690.50	74
05/19/25	FORENSIC MEDICAL V 177564	476660		2,475.00	2,475.00	14,215.50	78
05/20/25	SERENITY PROFESSIONAL SE V 177598	476759		475.00	475.00	13,740.50	78
05/20/25	SERENITY PROFESSIONAL SE V 177598	476760		250.00	250.00	13,490.50	79
05/30/25	SERENITY PROFESSIONAL SE V 177686	477037		250.00	250.00	13,240.50	79
06/10/25	SERENITY PROFESSIONAL SE V 177942	477440		250.00	250.00	12,990.50	80
06/17/25	FORENSIC MEDICAL V 177996	477687		2,475.00	2,475.00	10,515.50	83
06/17/25	FORENSIC MEDICAL V 177996	477687		2,475.00	2,475.00	8,040.50	87
06/17/25	FORENSIC MEDICAL V 177996	477687		2,475.00	2,475.00	5,565.50	91
06/20/25	COVER EXPENSES B					5,565.50	91
06/24/25	SERENITY PROFESSIONAL SE V 178141	477889		250.00	250.00	5,315.50	91
06/24/25	SERENITY PROFESSIONAL SE V 178141	477888		250.00	250.00	5,065.50	92
07/16/25	SERENITY PROFESSIONAL SE	478613		250.00	250.00	4,815.50	92
07/16/25	SERENITY PROFESSIONAL SE	478614		250.00	250.00	4,565.50	92
07/17/25	FORENSIC MEDICAL	478647		2,475.00	2,475.00	2,090.50	96
07/17/25	FORENSIC MEDICAL	478647		2,475.00	2,475.00	384.50-	100
07/17/25	FORENSIC MEDICAL	478647		2,475.00	2,475.00	2,859.50-	104
		-----	-----	-----	-----	-----	---
	TOTAL AUTOPSIES	65,000.00	.00	67,859.50	67,859.50	2,859.50-	104
	TOTAL OTHER SERVICES & CHARGES	65,000.00	.00	67,859.50	67,859.50	2,859.50-	104
	TOTAL JUSTICE OF PEACE, PCT 5	65,000.00	.00	67,859.50	67,859.50	2,859.50-	104
	TOTAL GENERAL FUND	65,000.00	.00	67,859.50	67,859.50	2,859.50-	104

Account.....	Description.....					Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation	Src	Ref	PO	VOUCHER	Budget	Encumbrance	- 7/31/2025	& in Process	Balance	PCT
GRAND TOTAL						65,000.00	.00	67,859.50	67,859.50	2,859.50-	104