

COMMISSIONERS COURT AGENDA
Tuesday, November 18, 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, November 18, 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:

RESOLUTIONS

1. Consider and take necessary action to ratify a resolution proclaiming November 11, 2025, as "Veterans Appreciation Day" in Smith County.
2. Consider and take necessary action to approve a resolution proclaiming November 19, 2025, as "Cotton Belt Museum Day" in Smith County.
3. Consider and take necessary action to approve a resolution proclaiming November 2025, as "Prematurity Awareness Month" in Smith County.

COURT ORDERS

COMMISSIONERS COURT

4. Consider and take necessary action to engage Fitzpatrick Architects in a professional services agreement for a feasibility study regarding the Smith County Animal Shelter, utilizing American Rescue Plan Act Funds (ARPA), and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to approve a Parking Space Lease Agreement between Smith County and Tyler Hotel Partners pursuant to Texas Local Government Code, § 615.003(b), and authorize the county judge to sign all related documentation.
6. Consider and take necessary action to approve the FY26 Public Service Interlocal Agreement between Smith County and the Andrews Center and authorize the county judge to sign all related documentation.
7. Consider and take necessary action to cast Smith County's votes and approve a resolution casting votes to elect candidates to serve on the Smith County Appraisal District Board of Directors, pursuant to Texas Tax Code, §§ 6.03 & 6.0301.
8. Consider and take necessary action to approve a Commercial Crime Insurance Policy renewal proposal in the amount of \$20,789.00 from McGriff Insurance Services, LLC, and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

9. Consider and take necessary action to approve a resolution from the Texas Department of Agriculture, Texans Feeding Texans: Home Delivered Meal Grant Program for FY26 Meals on Wheels Ministry grant funding and authorize the county judge to sign all related documentation.

CONSTABLE – PCT 4

10. Consider and take necessary action to approve the Precinct 4 Constable's Office to enter into a Memorandum of Agreement, 287(g) Task Force Model with Immigration and Customs Enforcement, and authorize the county judge to sign all necessary documentation.

11. Consider and take necessary action to appoint Scott McAuley to serve as a reserve deputy for the Smith County Precinct 4 Constable's Office.

ROAD AND BRIDGE

12. Consider and take necessary action to authorize the county judge to sign the request to vacate the plat for Gavins Ridge, Precinct 3.

INFORMATION TECHNOLOGY

13. Consider and take necessary action to approve a sole source discretionary exemption to Tyler Technologies for the purchase of the Enterprise Justice Software upgrade of Odyssey in accordance with Local Government Code 262.024(7)(D); and authorize the county judge to sign all related documentation.
14. Consider and take necessary action to adjust FY26 Smith County PayScale for the Information Technology Network Administrator position and authorize the county judge to sign all related documentation.

FCIC

15. Consider and take necessary action to approve a 60-month lease agreement between Axon and FCIC (Texas Financial Crimes & Intelligence Center) utilizing the BuyBoard Contract 743-24 in the amount of \$207,911.00 and authorize the county judge to sign all related documentation.
16. Consider and take necessary action to authorize discretionary exemption pursuant to, Texas Local Government Code, § 262.024(a)(7)(C) for Internet Services provided by AireSpring to FCIC Satellite Offices.

RECURRING BUSINESS

COUNTY CLERK

17. Consider and take the necessary action to approve the Commissioners Court minutes for October 2025.
18. Receive Commissioners Court recordings for October 2025.

COMMISSIONERS COURT

19. Receive monthly reports from Smith County Departments.

ROAD AND BRIDGE

20. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for the Dennis Addition, Precinct 2; and
 - b. Re-Plat for Wild Estates, Unit II, Precinct 3.

21. Receive pipe and/or utility line installation request (notice only) for County Road 463, Oncor Electric, LLC, upgrade utility poles and lines, Precinct 3.

AUDITOR'S OFFICE

22. 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.

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.071 CONSULTATION WITH ATTORNEY

23. Deliberation and consultation regarding the employment, evaluation, and duties of the Smith County Budget Officer, Budget Analyst, Animal Control Supervisor and Animal Shelter Coordinator.

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: 11/12/2025

Time: 5:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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

Submission Date: 11/05/2025	Submitted by: Casey Murphy
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution: Veterans AppreciationDay	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to ratify a resolution proclaiming November 11, 2025, as "Veterans Appreciation Day" in Smith County.	
Background: Jackie Clay requested this resolution on behalf of the Tyler Area Chamber of Commerce Veterans Committee, to be read by Judge Franklin at a Veterans Day event on November 11, 2025.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name: cmurphy@smith-county.com	Email: jbell@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

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Agenda Item # _____



Smith County Commissioners Court

Resolution

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex,
Tyler, Texas, at which a quorum was present, the following Resolution was ratified:*

WHEREAS, the citizens of Smith County, Texas, recognize and honor the courage, sacrifice and service of the men and women of the United States Armed Forces who have defended our freedom and protected our nation throughout history; and

WHEREAS, Veterans Day provides a meaningful opportunity for our community to express gratitude to those who have served in the Army, Navy, Air Force, Marine Corps, Coast Guard, National Guard, and Reserves, both in times of war and peace; and

WHEREAS, Smith County is home to thousands of veterans whose leadership, strength, and character continue to enrich our community through service, mentorship and civic engagement; and

WHEREAS, the Tyler Area Chamber of Commerce Veterans Committee, in partnership with Smith County, The Boulders at Lake Tyler, GoBus Transit, and numerous organizations, will host the 2025 Veterans Day Celebration on November 11, 2025, at The Boulders at Lake Tyler; and

WHEREAS, this event will feature a public ceremony, musical tributes, a reception and luncheon, and opportunities for fellowship and reflection, affirming the deep respect our county holds for those who have worn the uniform of our nation; and

WHEREAS, the Smith County Commissioners Court wishes to reaffirm its ongoing commitment to support veterans and their families, promote awareness of their contributions and encourage citizens to participate in community efforts that honor their service.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim November 11, 2025, as

“Veterans Appreciation Day ”

in Smith County and encourages all citizens to join in activities and events that recognize and celebrate the extraordinary service of our veterans.

WITNESS OUR HANDS THIS 18th day of November A.D. 2025.

Neal Franklin

County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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

Submission Date: 11/05/2025	Submitted by: Casey Murphy
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution: Cotton Belt Depot Museum Day	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☒ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming November 19, 2025, as " Cotton Belt Depot Museum Day" in Smith County.	
Background: Keith Black, volunteer at the Cotton Belt Depot Museum, requested this resolution to be read by Judge Franklin at an event at the museum on November 19, 2025.	
Financial and Operational Impact: NA	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name: cmurphy@smith-county.com	Email: jbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex,
Tyler, Texas, at which a quorum was present, the following Resolution was adopted:*

WHEREAS, in 1902, construction began on the Cotton Belt Depot and on June 2, 1905, the depot opened to the public and continued service until the last passenger train departed on April 22, 1956; and

WHEREAS, in 1988, the Southern Pacific Railroad deeded the depot to the City of Tyler. In 2003, the city restored the depot to its original beauty; and

WHEREAS, today, the depot is home to the Cotton Belt Depot Museum, located in the old baggage section on the east end of the building. It is staffed by volunteers from the Cotton Belt Rail Historical Society, Tyler Tap Chapter; and

WHEREAS, included in the museum is the vast “Bragg Collection” of Lionel “O” gauge electric trains that the late Clyde Bragg accumulated over 26 years. He donated his collection of about 200 locomotives and more than 1,600 rail cars, as well as a vast collection of houses, vehicles, airports and bridges. The Tyler Tap Chapter maintains the collection and display in conjunction with the museum; and

WHEREAS, the museum has welcomed visitors from all 50 states, the District of Columbia and more than 30 foreign countries. More than 250 visitors come to the depot each month and tours are conducted daily. The Tyler Tap Chapter is committed to educate, preserve and restore the railroad heritage.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim November 19, 2025, as

“Cotton Belt Depot Museum Day ”

in Smith County and encourages all citizens to visit this wonderful museum to learn about our railroad heritage.

WITNESS OUR HANDS THIS 18th day of November A.D. 2025.

Neal Franklin

County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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

Submission Date: 11/4/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution - Prematurity Awareness Month	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming November 2025, as "Prematurity Awareness Month" in Smith County.	
Background: This resolution request came through the website from Tecora Smith at NET Health WIC Department.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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Agenda Item # _____



Smith County Commissioners Court

Resolution

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex,
Tyler, Texas, at which a quorum was present, the following Resolution was ratified:*

WHEREAS, the March of Dimes staff works closely with community partners, such as the North East Texas Public Health District WIC Department and others, to promote awareness of the seriousness of premature birth associated with our communities and the families we serve; and

WHEREAS, Prematurity Awareness Month, Preemies for Change Week and World Prematurity Day are recognized to help every baby have a happy and healthy first birthday by connecting community members to preconception, pregnancy and postpartum support resources so every baby has a fighting chance; and

WHEREAS, the Healthy Me Healthy Babies Coalition includes a collective of organizations and individuals from diverse backgrounds working together, to help every baby have a happy and healthy first birthday; and

WHEREAS, Smith County shows its commitment to the Healthy Me Healthy Babies Coalition by encouraging residents to wear purple and raise awareness about the high prevalence of preterm birth.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim November 2025, as

“Prematurity Awareness Month”

in Smith County and encourages everyone to pledge their support to help fight against premature births.

WITNESS OUR HANDS THIS 18th day of November A.D. 2025.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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

Submission Date: 11/11/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Feasibility study for Smith County Animal Shelter	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to engage Fitzpatrick Architects in a professional services agreement for a feasibility study regarding the Smith County Animal Shelter, utilizing American Rescue Plan Act Funds (ARPA), and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@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 Monday at 12:00pm 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.

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Agenda Item # _____

Architectural Fee Proposal
October 30, 2025

HOURLY

Judge Neal Franklin

RE: Smith County Animal Shelter

Thank you for the opportunity to work with Smith County to prepare a feasibility study for the Animal Shelter.

It is our understanding that, Smith County would like to have a feasibility study conducted on the possible addition of a dog park with shade structure and lighting to the existing site. This would require selective demolition of the existing building and tying to existing utilities for any drainage issues. Along with that, investigate the existing facility for possible upgrades to help alleviate some exhaust and drainage issues on the interior of the facility.

To accomplish this task, we propose to take the following steps:

1. Engineers review site improvements, utilities, drainage, fire access, current mechanical & plumbing in shelter and recommend improvements
2. Code research for compliance with local and state codes
3. Investigation of mechanical, electrical and plumbing system within the existing building
4. Site Survey needed with full topo with utilities, easements, and ROWs
5. Feasibility of adding a new outdoor dog park with shade and public interface with associated site improvements
6. Feasibility of plumbing and drainage systems within the building

Compensation

Proposal for compensation in hourly not to exceed sum format was requested by Smith County Purchasing Office.

Architectural services not to exceed:	\$30,000
MEP Engineering services not to exceed:	\$ 7,500
Civil Engineering Services not to exceed	\$11,500
Total Architectural and Engineering services:	\$49,000

Fitzpatrick Architects hourly rates are listed below:

2025 Hourly Rates:

Leadership

Managing Partner	\$275
Director of Interior Design	\$225
Director of Architecture	\$225
Director of Design/Marketing	\$225
Director of Technical Practice	\$225

Architecture

Sr. Project Architect/ Manager	\$195
Architect	\$175
Architectural Staff	\$150
Architectural Intern	\$120

Interior Design

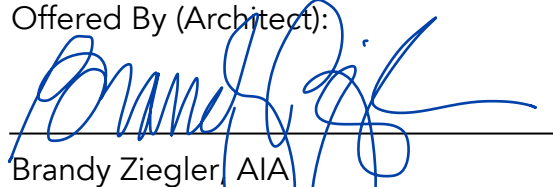
Sr. Interior Designer	\$160
Interior Designer	\$140

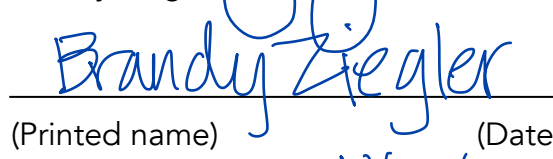
MEP and Civil services will be billed as a direct pass-through expense without mark-up.

SMITH COUNTY ANIMAL SHELTER FEASIBILITY
ARCHITECTURAL FEE PROPOSAL

We are already thinking about ideas for this project and eager to have the opportunity to work with the County. Please review this proposal and let me know if you have any questions.

Offered By (Architect):



Brandy Ziegler, AIA


(Printed name) (Date)

10/31/25

Accepted By (Client):

(Signature)

(Printed name) (Date)

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 11/05/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☐ For Action/Consideration ☐ For Discussion/Report	
Title: Tax abatement agreement with Valencia Group	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a Parking Space Lease Agreement between Smith County and Tyler Hotel Partners pursuant to Texas Local Government Code, § 615.003 (b), and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 11/05/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☐ For Action/Consideration ☐ For Discussion/Report	
Title: FY26 Public Service Interlocal Agreement with the Andrews Center	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the FY26 Public Service Interlocal Agreement between Smith County and the Andrews Center and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@smith-county.com
Name: Wendy Gutierrez	Email: wgutierrez@andrewscenter.com
Name:	Email:

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Agenda Item # _____

INTERLOCAL AGREEMENT
BETWEEN COUNTY COMMISSIONERS' COURTS OF
SMITH, WOOD, HENDERSON, VAN ZANDT, RAINS COUNTIES, TEXAS
AND THE ANDREWS CENTER

This Agreement is entered into by and between Smith County, Texas; Wood County, Texas; Henderson County, Texas; Van Zandt County, Texas; Rains County, Texas; all political subdivisions of the State of Texas and local agencies pursuant to the authorities granted by TEX. GOV'T CODE ANN., Section 791.001 et seq., known as the Interlocal Cooperation Act, and Subchapter A (Community Centers) of Chapter 534, (Community Services), Title 7 of the Texas Health and Safety Code, and the Andrews Center, a community center established in 1968 pursuant to then existing legislation and reestablished in 1974 pursuant to then existing legislation by the now participating local agencies.

WITNESSETH

WHEREAS, The Legislature of the State of Texas has made provision for the establishment and operation of community centers for mental health and intellectual and developmental disabilities and related services pursuant to Health & Safety Code, Section 534.001 et seq.; and

WHEREAS, Local Agency has been defined to include the political subdivision of the State of Texas known as the county; and

WHEREAS, Two or more counties, as local agencies, have specifically been authorized to establish and operate community centers; and

WHEREAS, The above referenced five (5) counties long ago established such a Community Center pursuant to the then existing legislative provision; and

WHEREAS, The Commissioners Courts of the above referenced five (5) counties desire to continue the agreement between themselves and Andrews Center pursuant to the above-referenced legislative provisions for said Community Center to continue to provide services for mentally ill and intellectually and developmentally disabled persons; and

WHEREAS, Said counties believe the establishment and operation of a community center is a vital component in a continuum of services for mentally ill and intellectual and developmental disabled persons and further believe that it is in the public interest to enter into this Interlocal Agreement for the purposes stated herein; and

WHEREAS, The Center, formally renamed Andrews Center in October, 1991, is a community center established in 1968 pursuant to then existing legislation and reestablished in 1974 pursuant to then existing legislation by the now participating local agencies, the predecessor of which was known as the Mental Health Mental Retardation Regional Center of East Texas, which has for many years served the citizens of Smith, Wood, Henderson, Van Zandt, and Rains Counties in providing services, pursuant to Texas state law, for mentally ill, chemically dependent, and intellectual and developmental disabled persons;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Establishment of Community Center.** The parties hereto reaffirm their previous establishment of a Community Center to provide services for mentally ill and intellectual and developmentally disabled persons residing in Smith, Wood, Henderson, Van Zandt, and Rains Counties, to be established and operated according to the laws of the State of Texas.
2. **Community Center Designated.** The parties here to recognize Andrews Center with its central administrative headquarters located at **2323 West Front Street, Tyler**, Smith County, Texas and its service centers listed on **Exhibit "A"** attached here to incorporated herein for all purposes, to be the Community Center established and Operated for the benefit of Counties' citizens for the term of the Interlocal Agreement

3. **Region to Be Served.** The region to be served under this Interlocal Agreement includes the geographical boundaries of **Smith, Wood, Henderson, Van Zandt, and Rains Counties, Texas**
4. **Board of Trustees.** The parties hereto make the following stipulations with regard to the board of trustees of said Community Center:
- {a) The Board of Trustees shall consist of eleven (11) members to be appointed from the qualified voters of the region to be served.
 - (b) Trustees of said center shall be appointed to represent the local agencies as follows: Smith County- three Trustee positions; Wood County- one Trustee position; Henderson County - one Trustee position; Van Zandt County- one Trustee position; Rains County- one Trustee position; two Trustee positions at large; and two Trustee sheriff positions for a total of eleven positions.
 - (c) In appointing board members, local agencies shall attempt to reflect the ethnic and geographic diversity of the local service area the community center serves and shall include on the board one or more persons otherwise qualified under Article 5547-203 et seq. who are consumers of the types of services the center provides or who are family members of consumers of the types of services the center provides.
 - (d) Trustees of said Community Center shall be appointed by the local agency's Commissioners Court through RESOLUTION of each court, with assigned terms of office to assure staggered two-year terms. Trustee terms shall be assigned by positions as follows:

SMITH COUNTY

Position 1

Position 2

Position 3

EXPIRATION TERM

October 31, 2026

October 31, 2026

October 31, 2025

WOOD COUNTY

Position 4

October 31, 2025

HENDERSON COUNTY

Position 5

October 31, 2026

VANZANDT

Position 6

October 31, 2026

RAINS COUNTY

Position 7

October 31, 2025

AT LARGE

Position 8

October 31, 2026

Position 9

October 31, 2025

SHERIFF

Position 10

October 31, 2025

Position 11

October 31, 2026

- (e) Pursuant to Section 534.009, Board meetings shall be open to the public to the extent required by and in accordance with the open meetings law (Chapter 551, Texas Gov't Code).
- (f) The Board of Trustees shall keep a record of its proceedings which shall be open for public inspection.
- (g) Pursuant to Section 534.010, the Board of Trustees shall appoint the Chief Executive Officer for the Community Center who shall have the powers delegated by the Board of Trustees subject to the policy direction of the Board of Trustees.
- (h) The Board of Trustees of said Center shall annually submit to each local agency that appoints its members a request for funds or in-kind assistance to support the Center.
- (i) The Board of Trustees of said Center shall keep a record of its proceedings in accordance with the general law of this state that requires meetings of governmental bodies to be open to the public, and the record is open to inspection by the public in accordance with that law. Also, the
- (j) The Board of Trustees of said Center is responsible for appointing the Chief Executive Officer for the Community Center. Additionally, the Board of Trustees shall (i) adopt a written policy governing the powers that may be delegated to the Chief Executive Officer; and (ii) annually report to each local agency made a part of this agreement the Chief Executive Officer's total compensation and benefits as required by law.

5. **Participating Local Agencies.** The participating local agencies have, as required by statute, prescribed:

- (a) an application procedure for positions on the Board of Trustees;
- (b) a procedure and criteria for making appointments to the Board of Trustees;
- (c) a procedure for posting notice of and filling a vacancy on the Board of Trustees; and
- (d) grounds and a procedure for removing a member of the Board of Trustees; all pursuant to Texas Health and Safety Code Title 7, Chapter 534, Subchapter A, Sec. 534.004. The participating local agencies agree that the central administrative headquarters of the Community Center shall be located at 2323 West Front Street in Tyler, Texas for the term of this Interlocal Agreement.

6. **Services.**

- (a) Andrews Center shall provide services for mentally ill and intellectual and developmentally disabled persons pursuant to the laws of the State of Texas.
- (b) Andrews Center shall annually provide to each participating local agency that appoints members to the Board of Trustees, a copy of the Center's: (i) approved fiscal year operating budget; (ii) most recent annual financial audit; and (iii) staff salaries by position.
- (c) Andrews Center shall charge reasonable fees to cover costs for services provided, except where prohibited by other service contracts or law.
- (d) Andrews Center agrees that pursuant to Section 534.053 of the Texas Health & Safety Code, it will provide at a minimum the following services for citizens of the participating local agencies:
 - (1) 24-hour emergency screening and rapid crisis stabilization services;
 - (2) community-based crisis residential service or hospitalization;
 - (3) community-based assessments, including the development of inter-disciplinary treatment plans and diagnosis and evaluation services;
 - (4) family support services, including respite care;
 - (5) case management services;
 - (6) medication-related services, including medication clinics, laboratory

monitoring, medication education, mental health maintenance education, and the provision of medication; and

(7) psychosocial rehabilitation programs, including social support activities, independent living skills and vocational training.

(e) Andrews Center shall arrange for appropriate community-based services including the assignment of a case manager, to be available in each service area for each person discharged from a department facility that is in need of care. And, to the extent that resources are available, Andrews Center agrees that it will make the above-mentioned services available for children and adolescents, as well as adults, in each service area.

(f) To the extent that resources are available, Andrews Center shall:

(1) ensure that services listed in this section are available for children, including adolescents, as well as adults, in each service area; and

(2) emphasize services for children, including adolescents, who meet the department's definition of being at high risk of developing severe emotional disturbances or severe mental illnesses.

(g) Andrews Center, as mental health authority for Smith County, shall assist the Smith County Court with obtaining patient waivers for mental commitments and related court proceedings related to Smith County patients, including but not limited to presentation of documents and obtaining signatures of applicable waivers for submission to the Smith County Court as an administrative matter.

7. **Funding.** As consideration for the provision of said services, each participating local agency agrees to finance the Community Center in the manner appearing in the respective exhibits attached hereto as **Exhibits B, C, D, E, and F** which are incorporated herein for all purposes. In this way, Counties shall provide the required local matching funds needed to obtain State General Revenue. **All parties recognize and acknowledge that County funds for this Interlocal Agreement will be provided through each county's budget duly approved for each county's applicable fiscal year. Additionally, all parties recognize and acknowledge that Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.**

8. **Independent Contractor/Indemnity:** It is understood and agreed that Andrews Center is not and shall not in any sense be considered a partner or joint venturer with the counties made parties to this agreement, additionally neither shall Andrews Center be considered or in any manner hold itself out as an agent or official representative of any of the counties made parties to this agreement. All parties agree that Andrews Center shall be considered an Independent Contractor for purposes of this agreement and shall in no manner incur any expense or liability on behalf of the counties made parties to this agreement. Andrews Center further agrees to hold each county harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by Andrews Center, its Trustees, Chief Executive Officer; Professional Staff, or employees in connection with this agreement.

9. **Notices:** Any and all notices or mailings required to be made under the terms of this agreement or law shall be effective when given in writing and mailed via U. S. Postal Service to the addresses listed below or subsequently provided to all parties in writing:

SMITH COUNTY:

County Judge
 Smith Co. Annex Bldg.
 200 E Ferguson, Ste 100
 Tyler, Texas, 75702

HENDERSON:

County Judge
 Henderson Co. Courthouse
 125 N. Prairieville St., Room 100
 Athens, Texas, 75751

RAINS COUNTY

County Judge
 167 E. Quitman St., Ste 102
 Emory, Texas, 75440

WOOD COUNTY:

County Judge
 P.O. Box 938
 Quitman, Texas, 75783

VAN ZANDT COUNTY:

County Judge
 Van Zandt Co. Courthouse
 121 E. Dallas St., Room 206
 Canton, Texas, 75103

ANDREWS CENTER

Chief Executive Officer
 2323 W Front Street
 Tyler, Texas, 75702

10. **Term:** The term of this agreement shall be for one (1) year beginning **October 1, 2025, through September 30, 2026**
11. **Community Center:** The Community Center established by the local agencies known as Andrews Center consists of the central administrative headquarters located at 2323 West Front Street, Tyler, Smith County, Texas 75702 and its **service centers listed on Exhibit "A" attached hereto incorporated herein for all purposes.**
12. **Termination:** Termination of this agreement may be made by any one of the parties, or more than one, by given to other parties ninety (90) day written notice in accordance with Section 9 Notices.

Upon issuance or reception of a termination notice, the Andrews Center shall have ninety days (90) to complete the following activities:

- (a) Determine with the remaining counties the method of reconstructing the sponsorship of the Center by local political subdivisions pursuant to the Health and Safety Code 534. and executing a new interlocal Agreement.
- (b) Discharging from services residents of the county(s) which have terminated this agreement and notifying terminating county(s) that services will no longer be rendered by the Center following termination.
- (c) Notifying any contractors who may be rendering services.
- (d) Notifying State Agencies or other contractors who may be providing funds for services to the residents of the county(s).
- (e) Close service locations and the associated activities necessary to do so; and
- (f) Dispose of any assets or liabilities that may be necessary in accordance with the Center's Constitution and By-Laws.

EFFECTIVE October 1, 2025

SMITH COUNTY

ATTEST:

County Clerk

By: _____
County Judge

APPROVED AS TO FORM:

Asst. District Attorney

WOOD COUNTY

ATTEST:

County Clerk

By: _____
County Judge

APPROVED AS TO FORM:

Asst. District Attorney

HENDERSON COUNTY

ATTEST:

County Clerk

By: _____
County Judge

APPROVED AS TO FORM:

Asst. District Attorney

VAN ZANDT COUNTY

ATTEST:

County Clerk

By: _____
County Judge

APPROVED AS TO FORM:

Asst. District Attorney

RAINS COUNTY

ATTEST:

County Clerk

By: _____
County Judge

APPROVED AS TO FORM:

Asst. District Attorney

ANDREWS CENTER

ATTEST:


Secretary

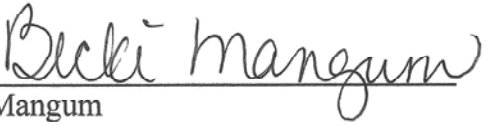
By: 
Becki Mangum
Chief Executive Officer and
Authorized Representative

EXHIBIT "A"
ANDREWS CENTER
(Service Centers)

**1. TYLER ANDREWS CENTER
OUTPATIENT CLINIC**

2323 West Front Street
Tyler, TX 75702
903.597.1351
903.535.7388 fax

2. ASSERTIVE COMMUNITY TREATMENT (ACT)

2323 W. Front Street
Tyler, TX 75702
903.597-1351
903.535.7493 fax

3. 'GREEN ZONE' VETERANS PEER SUPPORT

512 West Charnwood
Tyler, TX 75702
903.593.8965
903.595.8961 fax

4. NETWORKS/STAR

2624 Kensington Dr. Suite 113
Tyler, TX 75703
903.581-2835
903.581-2810 fax

5. PHILLIPS STREET GROUP HOME

210 West Phillips
Tyler, TX 75701
903.593.8861
903.593.7809 fax

**6. ANDREWS CENTER EXTENDED SERVICES-
INTELLECTUAL AND DEVELOPMENTAL
DISABILITY SERVICES (IDDJ)**

1101 ESE Loop 323, Suite 102
Tyler, TX 75701
903.597.5067
903.597.6223 fax

**7. TREATMENT & LEARNING CENTER FOR
AUTISM (TLC)**

1722 West Front St
Tyler, TX 75702
903.593.4004

8. YOUTH EMPOWERMENT SERVICES (YES)

2323 W. Front Street
Tyler, TX 75702
903.597-1351

9. VETERANS COUNSELING

2323 West. Front Street
Tyler, TX 75702
903.597.1351

**10. ANDREWS CENTER-TEXAS
CORRECTIONAL OFFICE ON OFFENDERS
WITH MEDICAL OR MENTAL IMPAIRMENTS
(TCOOMMI)**

2323 W. Front Street
Tyler, TX 75702
903.597.1351
903.705.6402 fax

**11. ATHENS ANDREWS CENTER OUTPATIENT
CLINIC**

6901 South Hwy 19
Athens, TX 75751
903.675.8541
903.677.7349 fax

12. JAIL DIVERSION

2323 West Front Street
Tyler, TX 75702
903.597.1351

13. ATHENS PLACE GROUP HOME

4875 FM2709
Athens, TX 75751
903.675.6784
903.675.9135 fax

14. ANDREWS DIVERSIFIED INDUSTRIES (ADI)

1450 Flat Creek Road
Athens, TX 75751
903.675.3950
903.675.3475 fax

**15. CANTON ANDREWS CENTER OUTPATIENT
CLINIC**

575 W. Hwy 243
Canton, TX 75103
903.567.4197
903.567.2042 fax

**16. MINEOLA ANDREWS CENTER
OUTPATIENT CLINIC**

703 West Patten
Mineola, TX 75773
903.569.5409
903.569.9605 fax

17. NETWORKS/S.T.A.R.

323 E. Garland
Grand Saline, TX 75140
903.962.6292

18. NETWORKS/S.T.A.R.

210 S. Pinkerton
Athens, TX 75751
903.675.8541

**19. OUTPATIENT
COMPETENCY RESTORATION
(OCR)**

826 W. Rusk Street
Tyler, TX 75701
903. 593.5291

**20. EMORY ANDREWS CENTER
OUTPATIENT CLINIC**

1174 East Lennon
Emory, TX 75440
903-473-2671

21. FIRST EPISODE PSYCHOSIS

2323 West Front Street
Tyler, TX 75702
903.597.1351

**22. INDIVIDUALIZED SOCIAL SKILLS AND
SUPPORTS**

13470 Choctaw Drive
Tyler, TX 75709
903.566.6410

23. ELLIOTT STREET GROUP HOME

1738 Elliott Street
Canton, TX 75103
903.567.4541
903.567.1232 fax

24. AUTISM OUTREACH

1722 West Front Street
Tyler, TX 75702
903.593.4004

25. ANDREWS CENTER MEDICAL SERVICES

2323 West Front Street
Tyler, TX 75702
903.535-7482
903.535.7491 fax

EXHIBIT "B"

SMITH COUNTY FUNDING

A consideration for the provision of the services to be performed by the Andrews Center, as it's part of the cost, Smith County agrees to pay to the Andrews Center the fully yearly amount of **\$170,000.00 payable in monthly installments of \$14,166.66 for October 2025 through August 2026 and \$14,166.74 for September 2026 payable on the first of each month.**

AUDITOR'S CERTIFICATE

I _____ Smith County Auditor, hereby certify that the fill cost as set forth above can be paid from available funds.

SIGNATURE

PRINTED NAME: _____
SMITH COUNTY AUDITOR

EXHIBIT “C”

WOOD COUNTY FUNDING

A consideration for the provision of the services to be performed by the Andrews Center, as it's part of the cost, Wood County agrees to pay to the Andrews Center the fully yearly amount of **\$40,000.00 payable in monthly installments of \$3,333.33, for October 2025 through August 2026, and \$3,333.37 for September 2026 payable on the first of each month.**

AUDITOR’S CERTIFICATE

I _____ Wood County Auditor, hereby certify that the fill cost as set forth above can be paid from available funds.

SIGNATURE

PRINTED NAME: _____
WOOD COUNTY AUDITOR

EXHIBIT “D”

HENDERSON COUNTY FUNDING

A consideration for the provision of the services to be performed by the Andrews Center, as it's part of the cost, Henderson County agrees to pay to the Andrews Center the fully yearly amount of **\$88,291.00 payable in monthly installments of \$7,357.58, for October 2025 through August 2026, and \$7,357.62 for September 2026 payable on the first of each month.**

AUDITOR’S CERTIFICATE

I _____ Henderson County Auditor, hereby certify that the fill cost as set forth above can be paid from available funds.

SIGNATURE

PRINTED NAME: _____
HENDERSON COUNTY AUDITOR

EXHIBIT “E”

VAN ZANDT COUNTY FUNDING

A consideration for the provision of the services to be performed by the Andrews Center, as it's part of the cost, Van Zandt County agrees to pay to the Andrews Center the fully yearly amount of **\$36,000.00 payable in monthly installments of \$3,000.00, for October 2025 through August 2026, and \$3,000.00 for September 2026 payable on the first of each month.**

AUDITOR’S CERTIFICATE

I _____ Van Zandt County Auditor, hereby certify that the fill cost as set forth above can be paid from available funds.

SIGNATURE

PRINTED NAME: _____
VAN ZANDT COUNTY AUDITOR

EXHIBIT “F”

RAINS COUNTY FUNDING

A consideration for the provision of the services to be performed by the Andrews Center, as it's part of the cost, Smith County agrees to pay to the Andrews Center the fully yearly amount of **\$8,000.00, payable in monthly installments of \$666.66, for October 2025 through August 2026, and \$666.74 for September 2026 payable on the first of each month.**

AUDITOR’S CERTIFICATE

I _____ Rains County Auditor, hereby certify that the fill cost as set forth above can be paid from available funds.

SIGNATURE

PRINTED NAME: _____
RAINS COUNTY AUDITOR

ADDENDUM TO ANDREWS CENTER INTERLOCAL AGREEMENT

“24 hour” Screenings and Crisis Stabilization

- a) This service includes:
 - (1) Hotline: A continuously available telephone service staffed by trained Qualified Mental Health Professionals (QMHPs) that provide information, screening and intervention, support and referrals to callers 24 hours per day, seven days per week.
 - (2) Screen: A QMHP-CS collects information through face-to-face or telephone interviews with the individuals or collateral. This service includes screenings to determine if the individual’s need is emergent or urgent (which is conducted prior to the face-to-face assessment to determine the need for emergency services).
 - (3) Pre-Admission QMHP-CS Assessment – A face-to-face assessment of the individual conducted by a QMHP-CS for the purposes of determining eligibility for services.
- b) Andrews Center will assist in providing coverage for after-hour’s mental health evaluation/commitment screenings through a contractual arrangement with Avail Solutions.
- c) Andrews Center will provide the above interventions through currently established protocols/procedures related to this standard and customary practice.

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

Submission Date: 10/29/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☒ For Discussion/Report	
Title: Smith County Appraisal District Board of Directors	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to cast Smith County's votes and approve a resolution casting votes to elect candidates to serve on the Smith County Appraisal District Board of Directors, pursuant to Texas Tax Code, §§ 6.03 & 6.0301.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Carol McNeil	Email: carolm@scad.org
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@smith-county.com
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 APPRAISAL DISTRICT

245 SSE LOOP 323 – TYLER, TEXAS 75702

Election Ballot 2026

Board of Directors Smith County Appraisal District

Jurisdiction:
SMITH COUNTY

Total Voting Entitlement:
246

Section 6.0301 of the Texas Property Tax Code requires five directors to be appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03, Texas Tax Code. The terms of **two (2)** entity appointed positions expire at the end of 2025. For 2026, each taxing unit participating in the district may nominate one candidate for each position to be filled.

To be eligible to serve as a director, an individual must be a resident of the county and must have resided in the county for two years. An employee of a taxing unit within Smith County is not eligible to serve unless that person is also a member of the governing body or is an elected official of a taxing unit within the county.

The candidates listed below were duly nominated by the voting governing bodies and now stand for appointment for the **two (2)** Board of Director terms that will begin January 1, 2026. Only one ballot per entity may be submitted.

Candidate:

Votes Cast:

Dwyer Annie *

Sheridan James

Whatley Mark

Cast your votes for the candidate(s) of your choice and return the ballot along with a signed resolution of the board vote, to the Smith County Appraisal District before Monday, December 15, 2025.

* Ms. Dwyer respectfully declined the nomination to serve an additional term as an appraisal district director due to a forthcoming move outside of Smith County. On behalf of everyone at Smith County Appraisal District, we extend our sincere gratitude to Ms. Dwyer for her dedicated service and wish her well in her future endeavors.

RESOLUTION NO. _____

A RESOLUTION OF THE _____ (name of taxing unit)
CASTING VOTES TO APPOINT CANDIDATES TO SERVE
AS MEMBERS OF THE SMITH COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

WHEREAS, the Smith County Appraisal District is governed by a board of nine directors, five of whom are appointed by the taxing units that participate in the district that are entitled to vote; and

WHEREAS, the chief appraiser has notified each taxing unit entitled to vote of the number of votes it may cast; and

WHEREAS, the eligible taxing units have made nominates for one or more candidates one or more candidates; and

WHEREAS, the chief appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name; and

WHEREAS, the chief appraiser has delivered a copy of the ballot to the presiding officer of the governing body of each taxing unit entitled to vote; and

WHEREAS, each taxing unit entitled to vote must cast its vote by written resolution and submit it to the chief appraiser before December 15; and

WHEREAS, the _____ (taxing unit) may cast all its votes for one candidate or may distribute the votes among any number of candidates.

NOW THEREFORE, BE IT RESOLVED that on this date, in a properly noticed public meeting of the _____ (taxing unit) in accordance with the statutory requirements set out in Texas Property Tax Code Sections 6.03 and 6.0301, that the votes of this body are cast for the candidate(s) for the position of director of the Smith Central Appraisal District as follows:

[Nominee]____ [Nominee]____ [Nominee]____ [Nominee]____

[Nominee]____ [Nominee]____ [Nominee]____ [Nominee]____

SIGNED this ____ day of _____, 2025.

(Title of presiding officer)

Attested:

Secretary

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

Submission Date: 11/10/2025	Submitted by: Christina Haney
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Crime Fraud Policy Renewal	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a Commercial Crime Insurance policy renewal proposal in the amount of \$20,789.00 from McGriff Insurance Services, LLC and authorize the County Judge to sign all related documentation.	
Background: Coverage from 12/4/2025 - 12/4/2026. No price increase from last year.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Jaye Latch	Email:
Name: Christina Haney	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 Monday at 12:00pm 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 # _____



Crime Proposal of Insurance

Effective 12/04/2025 to 12/04/2026

Prepared By:

McGriff, a Marsh & McLennan Agency LLC Company

10100 Katy Freeway, Suite 400

Houston, Texas 77043

(800) 877-1449

(713) 877-8975

www.mcgriff.com



Disclaimer

This Proposal of Insurance is to be used only as an overview of each policy referenced and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

Insurance policies contain terms, conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage is as requested. This Proposal does not include every term, condition, limitation and exclusion provided within the referenced policies.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

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Common Terminology

Minimum and Deposit is the amount of premium due at inception. Although the policy is subject to audit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium or a return premium based on an audit, but the return premium will not reduce the required minimum deposit.

Minimum Earned Premium Endorsement can be attached to either a flat charge policy (one not subject to audit) or to an adjustable policy. In either case, this amount is the least amount of premium that will be retained by the carrier once the policy goes into effect. The amount retained will be the greater of the actual earned premium whether calculated on a pro-rata or short rate basis, or the minimum earned premium. Minimum earned premiums are based on a specific percent of the total premium or a designated amount, which will be reflected on the policy by endorsement.

Flat Cancellation means a policy will be cancelled without charge if cancelled within 30 days after issuance. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, typically some percentage of the premium is required as a minimum earned premium.

Deductible is the portion of a covered loss that is not paid by the insurer. Most property insurance policies and some liability insurance policies contain a per-occurrence deductible provision that stipulates that the deductible amount specified in the policy declarations will be subtracted from each covered loss in determining the amount of the insured's loss recovery. In property insurance, the deductible is usually subtracted from the amount of the loss; in liability insurance, it is usually subtracted from the policy limit.

Self-Insured Retention (SIR) is a dollar amount specified in an insurance policy (usually a liability insurance policy) that must be paid by the insured before the insurance company will respond to a loss. SIRs typically apply to both the amount of the loss and related costs, e.g., defense costs, however, some apply only to amounts payable in damages, e.g., settlements, awards, and judgments.

A SIR differs from a true deductible in two important ways. First, a liability policy's limit is added on top of a SIR while the amount of the deductible is subtracted from the policy's limit. Second, as contrasted with the insurer's responsibility under a deductible, the insurer is not obligated to pay the SIR amount and then seek reimbursement from the insured; the insured pays the SIR directly to the claimant.



Compensation Statement

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

Retail Commissions – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

Client Fees – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

Contingent Commissions – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Supplemental Commissions – Certain insurers and wholesalers agree to pay supplemental



commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.



Crime Insurance

Crime insurance protects the insured organization(s) from loss of money, securities, or inventory resulting from crime including employee dishonesty, robbery, safe burglary and forgery.

Policy Period:

December 4, 2025 to December 4, 2026

Named Insured:

Smith County

Crime Coverages:

Insuring Agreement	Limit of Insurance	Deductible Amount
Employee Dishonesty	\$2,500,000	\$50,000
Forgery or Alteration	\$2,500,000	\$50,000
Inside the Premises	\$2,500,000	\$50,000
Outside the Premises	\$2,500,000	\$50,000
Computer Fraud	\$2,500,000	\$50,000
Money Orders and Counterfeit Paper Currency	\$2,500,000	\$50,000
Funds Transfers Fraud	\$2,500,000	\$50,000

Estimated

Annual Premium:

\$20,789

Policy Form:

SFAA Crime Protection Policy for Public Entities (04/12)
Discovery Form

Terms and

Conditions:

As Per Policy form, including but not limited to:

- Great American Insurance Fidelity & Crime Policy Cover 790FIC
- Texas - Important Notice SDM35
- Important Notice Fidelity Crime Division Claims DM683
- Crime Protection Policy For Public Entities SP0002
- BusinessPRO Forms And Endorsements Schedule IL8801
- Texas Changes SE0074
- Texas Changes - Loss Payment SE0106
- Texas Notice SE0138
- Texas Changes SE0149
- Texas Changes - Cancellation And Nonrenewal SE0160
- Definition Of Employee SA7089
 - Employees on Military Leave



- Former Employees up to 60 Days After Termination
- Credit, Debit Or Charge Card Forgery SA7096
 - Coverage Under Insuring Agreement 2: Includes
 - Limit of Insurance: 500,000
 - Deductible Amount: 25,000
- Cancellation/Non-Renewal By Us SA7097
Number of Days: 60
- Add Faithful Performance Of Duty SA7124
 - Limit of Insurance: 250,000
 - Deductible Amount: 50,000
- Include Employee Dishonesty Excess Over A Statutory Bond Requirement SA7134
 - Delete Bonded Employee
 - Delete Treasurer or Tax Collector
- Virtual Or On-Line Peer To Peer Mediums Of Exchange Exclusion SA7152
- Exclude All Non-Fungible Tokens SA7211
- Confidential Information Exclusion SA 7227
- In Witness Clause IL7268

Subject To:

- Completed, signed, and dated GAIG Fraudulently Induced Transfers supplemental (if coverage is desired)

Carrier:

Great American Insurance Company

A.M. Best Rating: A+ XIV



PROVIDER SECURITY STANDARDS

MCGRIFF (McGriff, a Marsh McLennan Agency Company)

The following is a brief summary of the measures we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

PROVIDER CLASSIFICATIONS

"Approved Provider" – A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of "A, Exceptional or ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

"Exception Provider" – Any provider whose Best's rating is below "A-". The A.M. Best's rating of an "exception" provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

"Prohibited Provider" – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.



A.M. Best Company

History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best's Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best's International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best's Rating System – The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

A.M. BEST'S RATINGS

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

NON-ADMITTED CARRIERS

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Additional Approved Provider rating guidelines are as follows:

1. (P&C & Surety Standards) Demotech Financial Stability Rating of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) Demotech Financial Stability Rating of "A, Exceptional.
2. (P&C and Surety Standards): ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) ALIRT score of 35 with five (5) or fewer flags.



Great American Insurance Company

AM Best Rating: A- (Superior) **NAIC #: 002213** **NAIC #: 10891** **FEIN #: 310001234**

Mailing Address
301 E. Fourth Street
Cincinnati, Ohio 45202
[United States](#)

Web: www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-5830
[View Additional Address Information](#)

AM Best Rating Unit: **AMB # 000590** - **Great American Insurance Companies**
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news](#), [reports](#) and [products](#) for this company.

Based on AM Best's analysis, **056317 - American Financial Group, Inc.** is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [parenting insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2024
Initial Rating Date:	September 20, 1958

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2024
Initial Rating Date:	June 17, 2005

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director: Raymond Thomson, CPCU, ARM, AFM
Director: Donalda Pile
Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form
View AM Best's [Rating Disclosure Form](#)

Press Release
[AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries](#)
December 11, 2024

View AM Best's [Rating Review Form](#)

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

Submission Date: 10/29/2025	Submitted by: Jana Teague
Meeting Date: 11/18/2025	Department: Auditors
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Meals on Wheels Resolution	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to sign the resolution for the Meals on Wheels 10/1/26-9/30/2026	
Background: MOU for FY26 has already been approved.	
Financial and Operational Impact: Annual budget is \$15,000.	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name: Tiffany Damskov	Email: tiffany.damskov@mowmet.org
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 DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2026**

A resolution of the County of **Smith**(County) Texas certifying that the County has made a grant to **Meals on Wheels Ministry, Inc.** (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$15,000 to be paid and used between the:

1 of October 2025 and the 30 of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this ____ day of Month, 2025.

Signature

Signature of Authorized Official of the County

Typed Name and Title

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 11/04/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: PCT 4 Constable Joplin
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Constable PCT 4 Memorandum of Agreement, 287(g) Task Force Model	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the Precinct 4 Constable's Office to enter into a Memorandum of Agreement, 287(g) Task Force Model with Immigration and Customs Enforcement, and authorize the county judge to sign all necessary documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name: Josh Joplin	Email: JJoplin@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 Monday at 12:00pm 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 # _____

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Smith County Constables Precinct 4, Texas, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Smith County Constables Precinct 4, Texas (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Smith County Constables Precinct 4, Texas in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location in writing at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.J; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: 10-6-2025
Signature: 
Name: Josh Joplin
Title: Constable
Agency: Smith County Constables Precinct 4, Texas

For ICE:

Date: 10/17/2025
Signature: 
Name: Madison Sheahan
Title: Deputy Director
Agency: Department of Homeland Security
U.S. Immigration and Customs Enforcement

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA: Josh Joplin
 Constable
 903-752-8897
 14152 HWY 155 N. Winona, TX 75792
 jjoplin@smith-county.com

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the Smith County Constables Precinct 4, Texas, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

Josh Joplin

Constable

903-752-8897

14152 HWY 155 N, Winona, TX 75792

jjoplin@smith-county.com

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

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

Submission Date: 11/4/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Appt reserve deputy to Precinct 4 Constable's Office	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to appoint Scott McAuley to serve as a reserve deputy for the Smith County Precinct 4 Constable's Office.	
Background: See letter attached.	
Financial and Operational Impact: \$0	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name: Constable Josh Joplin	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 Monday at 12:00pm 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 # _____



14152 HWY 155 N

Constable Josh Joplin

WINONA, TX 75792 "Striving for a Safer Community"

(903) 590-4871

ATTENTION: Judge and Commissioners

I am submitting to the Commissioners' Court this appointment letter for reserve deputy Gregory S. McAuley PID# 100873. Scott McAuley is a Master Texas Peace Officer in good standing through the Texas Commission on Law Enforcement. Scott McAuley has served as a Chief of Police for 35 plus years in various sized agencies, with 28 years of that being the Chief of Police of Arp, TX right here in Smith County. He will be employed as a Reserve Deputy with the Smith County Precinct 4 Constable's Office. We are very excited to welcome such a tenured and experienced Chief of Police to our reserve force.

Under Texas Local Government Code § 86.011, I am submitting to you in writing the name of the said Deputy above to be placed on the Commissioners Court agenda to be approved by the Court, so that the Smith County Precinct 4 Constable's Office may continue to fulfill the duties of the office.

A handwritten signature in black ink, appearing to read "Josh Joplin", is written over a horizontal line.

Constable Josh Joplin

Smith County Precinct 4

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

Submission Date: 11/06/2025	Submitted by: KAREN NELSON
Meeting Date: 11/18/2025	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: PLAT	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Request to vacate the plat for Gavins Ridge, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
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 Monday at 12:00pm 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 # _____

THE STATE OF TEXAS §

COUNTY OF SMITH §

DECLARATION VACATING A PLAT

WHEREAS, on the 21st day of January, 2025, a certain plat entitled Final Plat Gavins Ridge, was filed in the Plat Records of Smith County, Texas in Cabinet G, Slide 97A, and

WHEREAS, no lots or land as described on said plat have been sold since said plat was approved and filed in the Smith County Records; and

WHEREAS, Gary Hawley and Caleb M. Hawley is/are the sole owner(s) and proprietor(s) of all lots as shown on said plat; and

WHEREAS, Gary Hawley and Caleb M. Hawley desires to vacate said plat;

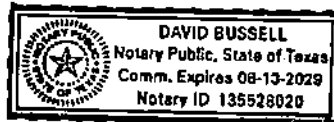
NOW, THEREFORE, in consideration of the premises, I/We, Gary Hawley and Caleb M. Hawley, sole owner(s) and proprietor(s) of all lots shown on the plat entitled, filed in Cabinet G, Slide 97A, of the Smith County Plat Records, do hereby declare said plat to be vacated, upon approval by the Commissioners Court of Smith County, Texas and recording of this Declaration by the Smith County Clerk.

Caleb Hawley

OWNER AND PROPRIETOR

THE STATE OF TEXAS §

COUNTY OF SMITH §



This instrument was acknowledged before me on the 1st day of Oct, 2025 by David Russell

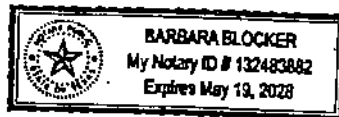
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Maury Brinkley

OWNER AND PROPRIETOR

THE STATE OF TEXAS §

COUNTY OF SMITH §



This instrument was acknowledged before me on the 2nd day of OCTOBER, 2025 by Barbara Blocker

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Approved By Commissioners Court of Smith County, Texas,

On this day the _____ day of _____, 2025.

County Judge

ATTEST: _____

Title: _____

The Smith County Clerk shall write legibly on the vacated Plat the word "Vacated" and shall enter on the Plat a reference to the volume and page number where this vacating instrument is recorded. §212.013(c) Texas Local Government Code.

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: DON BELL
Meeting Date: 11/18/25	Department: Information Technology
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Award Discretionary Exemptions	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a sole source discretionary exemption to Tyler Technologies for the purchase of the Enterprise Justice Software upgrade of Odyssey in accordance with Local Government Code 262.024(2); and authorize the County Judge to sign all related documentation.	
Background: Original contract was awarded in 2013 through an RFP Selection. This product serves all Law Enforcement, Jail and Courts and is the primary software that is utilized for County Services. We are moving from version 2017 to version 2023 and is required to be provided on a SaaS platform. The version that we are on is no longer supported and we are required to upgrade to continue to be provided services. This upgrade has been endorsed by the Sheriff, District Attorney and Judges.	
Financial and Operational Impact: The first year cost is \$775,826 Annual. Our former cost for Odyssey was \$340,000 annually which was an on premise solution. This was approved in the budget process however funding for Software Contracts (Fund 517) is approximately \$500K less than what was provided by IT with each contract identified with an amount. Comparing other Counties moving to Odyssey Saas, Brazoria - \$1,088,715, Johnson - \$984,260, Gregg - \$649,549, Brazos - \$874,000	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
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 Monday at 12:00pm 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 # _____



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to an Agreement dated October 16, 2013, as amended (the "Original Agreement");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein. For the avoidance of doubt, all jury products purchased by Client are governed by the SaaS Jury Agreement dated May 21, 2020, as amended, which remains in full force and effect.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
3. Ownership.
 - 3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
4. Data.
 - 4.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 4.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
 - 4.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 4.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
5. Restrictions.
 - 5.1. You may not have:
 - 5.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
 - 5.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 5.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building

- or supporting, products or services competitive to us; or
- 5.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
 - 5.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
 7. SaaS Services.
 - 7.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to request execution of an NDA by that third party.
 - 7.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
 - 7.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
 - 7.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are

accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Exhibit B.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
- 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
 - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.
10. Legislative Change Support. For county customers, we make available legislative change support as follows:

- 10.1. We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.
- 10.2. We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
- 10.3. For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.
- 10.4. You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.
- 10.5. Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.
- 10.6. Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full

price.

3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF**

THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
 - 2.1. **Notice.** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. **Invoice Issues.**
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have

the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or

- iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at <https://www.tylertech.com/terms/cybersecurity-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|------------------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Terms |
| Exhibit C | Service Level Agreement |
| Exhibit D | Third-Party Terms |
| Exhibit E | Statement of Work |
| Exhibit F | Client Success Management and Consulting Terms and Conditions |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Smith County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

Smith County, Texas

Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



Exhibit A Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees			
SaaS Payments			
	Year 1	Year 2	Year 3
Annual SaaS Fees	\$874,121	\$915,077	\$958,081
SaaS Migration Incentive	(\$98,295)	(\$62,356)	\$0
Net Annual SaaS Fee	\$775,826	\$852,721	\$958,081
SaaS Software			SaaS Fees
All Modules:			
Enterprise Case Manager (All Case Types)			Included
Enterprise Financial Manager			Included
Content Management Bundle (Document Management Bundle)			Included
eSignatures			Included
Record on Appeal			Included
SB1778 Delinquent Account Collections			Included
Case Manager Integration Toolkit			Included
Enterprise Attorney Manager - Prosecutor			Included
Check Manager			Included
Enterprise Jail Manager			Included
Mugshots			Included
LiveScan Interface			Included
Jail Data Export - Enterprise			Included
Odyssey Law Enforcement - Civil Papers			Included
Public Access & Attorney Secure Access			Included
VINES Sylogist Interface			Included
Tdex			Included
NorthPointe			Included
Jail Manager Integration Toolkit			Included
Justice Case Access			Included
Managed Services - Combined CSAM/CSC Bundle			Included
Cyber Security - Manage and Detect (Free 4 Week Trial)			Included
			Included
	Total Annual SaaS Fees (Year 1)		\$874,121
Implementation Services			
Annual Recurring Professional Services			Annual Fee
Combined CSAM/CSC Bundle			Included
Notes:			
• Includes up to 20 TBs of data storage for the term of the contract			
• Included sites - Production, two non-production environments and 3rd node database for read only access.			
• Professional services from CSAM/CSC Bundle for the first year will be used for the SaaS Migration.			



Exhibit B

Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

2. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section E(1) of this Agreement.

3. Tyler Services.

3.1. *Professional Services Generally:* Fees for implementation and other professional services (including training) are included with the Year 1 CSAM/CSC services.

3.2. *Combined Client Success Account Management ("CSAM") and Client Solutions Consulting ("CSC") Services.* The combined CSAM and CSC services shall have an annual term that runs concurrently with the SaaS Term, unless earlier terminated in accordance with the terms of the Agreement. Your annual combined CSAM/CSC fees are included in, and will be invoiced with, your annual SaaS Fees. Combined CSAM/CSC services are subject to the terms set forth in Exhibit E.

3.3. *Managed Detection and Response ("MDR") Services:* Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the "Trial Period"). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(22) of this Agreement.

4. Hardware & Third-Party Products.

4.1. *Hardware:* Hardware costs, if any, are invoiced upon delivery.



- 4.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 4.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 4.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
- 4.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 4.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
- 5. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees, if any, are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
- 6. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D

Third-Party Terms

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

Statement of Work

"Smith County"

"Client"

SaaS Migration

Tyler Technologies, Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
(972)713-3770 phone

"Tyler"



Smith County– Enterprise Justice Implementation

Statement of Work (SOW)

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1. Introduction

Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 (“Tyler SaaS Migration and Upgrade Schedule”), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client’s readiness and acceptance process.

Products and Services Included: The following products and services are governed by this Statement of Work:



Table 1 - Licensed Products and In Scope Services

Licensed Products
N/A – No software products will be installed or delivered. This is a migration activity only.
Services Summary
- Project Management – Project Duration - Scope and contract verification - Maintain project schedule - Schedule tasks and activities for Tyler staff - Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources - Status reporting - Testing plan assistance - Go-Live Planning Assistance - On-Premise to SaaS Migration Technical and Consulting Services - Build two (2) non-production and one (1) production SaaS environments per SaaS agreement - Migrate (copy) Data to SaaS Test and SaaS Production environments - Migrate (Copy) Data to SaaS Stage environment if applicable - Migrate (copy) Images to SaaS Production environment - Enterprise Justice SaaS environment and Enterprise Justice configuration verification - Enterprise Custom Reports validation - Solution Validation Assistance – Client completes the activity, Tyler assists - Go-Live Support

Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

2. Definitions

The following terms and definitions shall be used through this Statement of Work.

- Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
- Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps that do not use the legacy system, or a combination of both.
- Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
- Data has the same meaning herein as it does in the Agreement.
- ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate

users of Enterprise Justice post migration.

6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.
19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.

21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

Project Assumptions

- Project is anticipated to take up to four months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment and must maintain both a primary and secondary internet connection through Client's chosen Internet Service Providers.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized

- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

Project Management Highlights		
<i>Activities & Services</i>	❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting) ❖ Create and update the project schedule ❖ Ensure project is within scope ❖ Create change orders for new scope as needed ❖ Track the project budget ❖ Assist in scheduling project activities ❖ With assistance and input from the Client project manager, track, manage, and update issues and risks ❖ With assistance and input from Client project manager, create the go-live transition schedule	
<i>Objectives</i>	❖ Manage project scope ❖ Track issues and risks ❖ Deliver the project on time, on budget, and within scope ❖ Assist the Client project manager as needed	
<i>Participants</i>	Tyler	Client
	❖ Project Manager	❖ Project Manager

Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client's Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler's hosted data

center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

Assumptions

- Task is scheduled at least two weeks in advance.

Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

Deliverables

Deliverable	Description
1.2.1 Build SaaS Environment – Production	Tyler establishes a Production environment per the SaaS agreement
1.2.2 Build SaaS Environment - Test	Tyler establishes a Test environment per the SaaS agreement
1.2.2 Build SaaS Environment – Stage Environment	Tyler establishes a Stage environment per the SaaS agreement

Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client's on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current Stage environment Data to the SaaS Stage environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

Assumptions

- None

Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.

- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

Deliverables

Deliverable	Description
1.3.1 Migrate to SaaS Production for Testing	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc.) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

Integration Validation Assistance

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

Testing and Validation Assistance

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

Assumptions

- Pre-production SaaS migration has been completed.
- All internal or 3rd party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

Deliverables

Deliverable	Description
1.4.1 Org Chart Verification	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
1.4.2 ECR Validation	Tyler updates ECR configuration to reflect the SaaS environment.
1.4.3 Testing Assistance Complete	Tyler assists client with process testing and site verification. Client is responsible for testing.

Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that

once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

As provided in the Agreement, if Client rejects the implementation and requests Tyler to revert Client to its current on-premise Enterprise Justice environment, Tyler must begin the reversion process as described in the attached Schedule 2 ("Reversion Timeline") within five (5) business days of receipt of Client's notification. Tyler must thereafter complete the reversion process as documented, and within the time frame provided, in Schedule 2 ("Reversion Timeline"). Client will work with Tyler in good faith during the reversion process. The reversion process must ensure that all Data and Images that were entered into the SaaS Production environment after go-live are also reverted to the current on-premises Enterprise Justice environment, and Tyler must protect and verify the Data and Images reverted using the same steps as it did to protect and verify the Data and Images transferred during the migration to SaaS. If the reversion process is officially triggered pursuant to the process set forth in Section C(9) of the Agreement, Tyler will continue to provide the SaaS Production environment to Client, without charging SaaS fees, until the reversion process is complete and the current on-premises Enterprise Justice environment is live.

Assumptions

- Pre-production SaaS migration has been completed.

- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance and cutover will take place during normal business hours.
- The Client's on-premise Enterprise Justice environment will remain at the current installed version until the SaaS migration is completed, after which Tyler will perform the revision upgrade for the Client to the current Enterprise Justice version if one is available.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

Deliverables

Deliverable	Description
1.5.1 Go-Live Data Migration	Tyler migrates the on-premise Data to the SaaS Production environment
1.5.2 Go-Live Image Migration	Tyler migrates the on-premise Images to the SaaS Production environment
1.5.3 Go-Live: First Record Created in SaaS Environment	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

Task 1.6 - Transition to Support & Project Closeout

This task will occur only if the implementation is accepted as provided in the Agreement.

This task represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
1.6.1 Project Closeout Report	Report that indicates all deliverables have been completed and the project is closed.

Project Complete

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.



Exhibit E

Combined Client Success Management and Consulting (CSMC) Agreement

Combined Client Success Account Management and Client Solutions Consulting		Effective Date:	Concurrent with SaaS Term
Term:	Annual		
Units:	1 (Combo Unit)	CSAM Utilization: 10%	Annual CSAM/CSC Fees for Initial Term:
		CSC Hours: 150	Included in SaaS Fees
			Total Annual Fees for Initial Term:
			Included in SaaS Fees

CLIENT SUPPORT ACCOUNT MANAGEMENT (CSAM) ACTIVITIES:

Proactive Relationship Management

- Onsite kick-off meeting to establish a quarterly Strategic Account Plan
- Monthly meetings to review the plan status and make modifications if needed
- The Client Success Account Managers manage both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service

Release Planning

- Assisting with customized regression test planning with Purchaser specific features and guidance with business process test scripts
- Release training plan with designated SME to ensure the end-users are getting the most from the release
- Conduct planning meetings for release/user readiness before new releases are installed into production

Support Pattern Recognition

- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

Operational Best Practices

- Assistance/Recommendations for backup and recovery planning
- Communication/Change management planning
- Periodic performance monitoring of the production database to make sure Purchaser is utilizing the Odyssey application most effectively

Purchaser Specific Knowledge

- Understanding of Purchaser environments and database configuration
- Understanding and recommendations for Purchaser specific configuration
- 3rd party products/integration points
- Understanding of Purchaser requested product functionality changes

Issue Management and Resolution

- Customized reports provide the current status of your critical issues and an update on recent activity. (Reports are reviewed and prioritized with a CSAM on a monthly basis)
- Support Incidents are prioritized according to the customer's schedule / roadmap

PROGRAM DETAILS

- Client Support Account Management (CSAM) responsibilities are limited to the Purchaser's Environment, which is defined as being the live software configuration of Hardware/Software and Operating System that interfaces with one or more eligible



licensed Tyler Odyssey Software products.

- CSAM Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, a Client Success Account Manager shall make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if Tyler staff are requested to be present at the Purchaser's location over and above the aforementioned trips.

CLIENT SOLUTIONS CONSULTING (CSC) ACTIVITIES:

New Feature Implementation

- Assist local SMEs with configuration and testing of new features in a test realm
- Assist local SMEs with movement of configuration from a test realm into production realm
- Assist local SMEs with documentation of requirement-gaps that require new Tyler development requests

Configuration Assistance

- Assist local SMEs with configuration of existing features
- Provide guidance on maintenance of configuration during legislative changes
- Assist with modification of configuration in a test realm to enable testing of potential process changes
- Approve and assist the promotion of configurations to Production Environment(s) after change management approval

Training

- Provide remote training on existing configured features to end-users and trainers
- Provide remote training on, or supplement primary trainer, for new feature implementation not requiring a professional services agreement
- Assist with management of the Tyler University accounts of end-users, such as registration and assignment of courses

Release Testing Assistance

- Remotely host testing sessions to guide SMEs through regression testing activities
- Collect test results for executive presentation of readiness
- Assist local SMEs to file tickets on issues found during regression testing

Issue Management and Resolution

- Provide initial support for usage and end-user training questions e.g. "How-to" support to prevent need for a support ticket
- Assist local SMEs with configuration change recommendations identified as best-practice as a result of a support ticket

PROGRAM DETAILS

- Client Solutions Consulting (CSC) responsibilities are limited to the Purchaser's Test and Production Environments, which are defined as being the software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products. CSC will not provide configuration assistance for Tyler eSolutions applications or non-Tyler software.
- Each CSC unit includes up to 300 hours annually. In order to make best usage of CSC resources, Purchaser agrees to plan with Tyler's CS Manager the CSC's usage of up to 25% of the total number of utilization hours quarterly on a rolling, forward looking basis. For example, a quarter's activities can be structured around a major initiative and be grouped as a single engagement utilizing all allotted hours of that quarter. Similarly, a quarter could be designated as an "as needed" quarter, with remote assistance spread across the quarter. Each quarter's usage model must be defined by the end of the first month of the previous quarter. Requests to change a quarter's usage model must be mutually agreed upon by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on other obligations. Usage above the allotted hours per quarter must be arranged ahead of time and must be mutually agreed by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on other obligations.
- Current plan, year to date and future utilization will be reviewed quarterly with Purchaser and Tyler CSC staff, Account Manager, and Client Executive.
- CSC services must be consumed during the current annual term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent term.
- CSC Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, the CSC shall make one visit per quarter to the Purchaser's location. One trip shall have the duration of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if the CSC is requested to be present at the Purchaser's location over and above the aforementioned trips.



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

October 15, 2025

Smith County, Texas
Attention: Don Bell, IT Director
200 E Ferguson Street, Suite 227
Tyler, Texas 75702

RE: Sole Source Enterprise Justice Software and Services

Dear Mr. Bell:

Please accept this letter as confirmation that Enterprise Justice is a product of Tyler Technologies, Inc., which we develop and license to our customers. Tyler is the sole source of the development, implementation, maintenance, and support of the Enterprise Justice software.

Tyler Technologies, Inc. is the only party authorized to support, update, or modify Tyler's Enterprise Justice software.

Tyler appreciates the trust that Smith County, Texas has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,

Sherry Clark

Sherry Clark
Group General Counsel
Sherry.clark@tylertech.com

Tyler letterhead for Yarmouth, Maine color

Final Audit Report

2025-10-15

Created:	2025-10-15
By:	Kiley Aycock (kiley.aycock@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyBeggzg_-643ApMDzR5KVnXptwSyK05g

"Tyler letterhead for Yarmouth, Maine color" History

-  Document created by Kiley Aycock (kiley.aycock@tylertech.com)
2025-10-15 - 2:25:49 PM GMT
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2025-10-15 - 2:25:52 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2025-10-15 - 4:41:30 PM GMT
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2025-10-15 - 4:41:38 PM GMT - Time Source: server
-  Agreement completed.
2025-10-15 - 4:41:38 PM GMT

SOLE SOURCE/NAME BRAND APPROVAL

VENDOR NAME: Tyler Technologies

REQUISITION NUMBER:

DATE: 11/10/25

REQUESTED AMOUNT: \$ 775,826 annual (first year)

Please fill in the following information. (Attach a separate page if room is not sufficient)

This is a request for: ☒ SOLE SOURCE ☐ SOLE BRAND

1. What are the unique performance features of the product or brand requested that are not available in any other product or brand? (For services: What are the unique qualifications this vendor possesses?) Identify specific, measurable factors/qualifications.

Tyler Technology Odyssey is a software program that is only offered by Tyler Technologies. The product can only be upgraded by Tyler Technologies and we are moving from version 2017 to 2023. Tyler Technologies is the only source that can develop, implement, Maintain, modify and support the Enterprise Justice Software.

2. Why are the unique features/qualifications required?

The Enterprise Justice Software provides Law Enforcement, Jail and Court software modules unique to Tyler Technologies that Serves the County. The software is proprietary to Tyler Technologies along with the Database Schema.

3. What other brands/services were evaluated, rejected and why? Provide brand name, model, vendor name and contact, date contacted and prices quoted. A minimum of three suppliers must be surveyed and the results noted below.

Since this is an upgrade of an existing product, no other vendor was references as only Tyler Technologies can upgrade their Product. In addition, to move to a different product would be cost prohibitive to the County and would have been disrupting to Court, Law Enforcement and Jail Operations for an extended period of time.

4. To match or "intermember" is not normally an acceptable justification for sole brand. If you determine this is a factor which should be considered, the quantity, manufacturer, brand, model, State property ID number of the existing equipment, and necessity for "interfacing" must be provided below.

N/A

CERTIFICATION: I am aware of the Smith County's purchasing policy as well as State requirements for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. As an approved department representative, I have gathered the required technical information and have made a concerted effort to review comparable/equal equipment. This effort is documented in this justification. I hereby certify as to the validity of the information and feel confident that this justification for this sole source/sole brand procurement meets the criteria to withstand an audit, or a vendor protest.

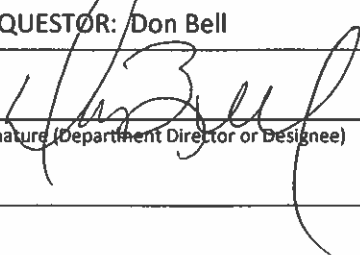
The following procedures have been followed to justify this purchase:

1. Unique performance factors have been specified
2. Statement as to why they were required
3. Other products have been evaluated, and reasons for rejection stated

Please file along with Sole Source Letter from Vendor if available.

1. REQUESTOR: Don Bell

2.


Signature (Department Director or Designee)

DEPARTMENT: Information Technology

11/10/25
Date

14

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 11/10/25	Submitted by: Don Bell
Meeting Date: 11/18/25	Department: Information Technology
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: IT Network Administrator Scale Adjustment	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to adjust FY26 Smith County PayScale for the Information Technology Network Administrator position and authorize the county judge to sign all related documentation.	
Background: The position was approved by Court but the payscale was not included in the budget packet and requesting to amend the payscale to match the budget item submitted and approved by Commissioners Court.	
Financial and Operational Impact: There is an existing Network Administrator scale from 10 years ago that was still in the system although a position was not provided and the salary was \$76,489 for Step 1, \$83,141 for Step 2 and \$88,683 for Step 3. The County approved a Senior Network Administrator position at the steps 1-3 of \$82,000, \$87,500 and \$94,500. Requesting to correct the oversight and correct the scale.	
Attachments: ☒ Yes ☐ No	Is a Budget Amendment Necessary? ☐ Yes ☒ No
Return Signed Documents to:	
Reviewed By:	
☐ County Auditor	☐ Chief Technical Officer
☐ Purchasing Director	☐ Other Relevant Reviewers(s):
☐ Legal Department	☐ County Judge

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.

Item Received By: _____ **Date:** _____

SUBMIT

15

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 11/10/2025	Submitted by: Christina Haney
Meeting Date: 11/18/2025	Department: Purchasing for FCIC
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Approve 60 month lease for tasers	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a 60 month lease agreement between Axon and FCIC (Texas Financial Crimes & Intelligence Center) utilizing the BuyBoard Contract 743-24 in the amount of \$207,911.00 and authorize the county Judge to sign all documentation.	
Background:	
Financial and Operational Impact: This is paid with state funds	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name: Jaye Latch	Email:
Name: Christina Haney	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 Monday at 12:00pm 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 # _____



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-761340-45944AL

Issued: 10/14/2025

Quote Expiration: 12/01/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 613847

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
218 E Elm St, Tyler, TX 75702 218 E Elm St Tyler, TX 75702-7312 USA	Texas Financial Crimes & Intelligence Center 218 E Elm St Tyler TX 75702-7312 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Avery Lawrence Phone: Email: avlawrence@axon.com Fax:	Jeff Headley Phone: (903) 330-1138 Email: jeff.headley@fcic.texas.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$207,911.00
ESTIMATED TOTAL W/ TAX	\$207,911.00

Discount Summary

Average Savings Per Year	\$8,847.70
TOTAL SAVINGS	\$44,238.52

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$83,164.40	\$0.00	\$83,164.40
Dec 2027	\$83,164.40	\$0.00	\$83,164.40
Dec 2029	\$41,582.20	\$0.00	\$41,582.20
Total	\$207,911.00	\$0.00	\$207,911.00

Quote Unbundled Price:	\$252,143.80
Quote List Price:	\$218,410.00
Quote Subtotal:	\$207,911.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	18	60	\$130.31	\$99.66	\$99.66	\$107,632.80	\$0.00	\$107,632.80
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$73.05	\$62.52	\$37.52	\$2,251.20	\$0.00	\$2,251.20
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$1,138.90	\$4,555.60	\$0.00	\$4,555.60
H00001	AB4 Camera Bundle	18			\$899.00	\$899.00	\$16,182.00	\$0.00	\$16,182.00
A la Carte Software									
73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	18	60		\$20.61	\$20.61	\$22,258.80	\$0.00	\$22,258.80
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	60		\$22.57	\$22.57	\$24,375.60	\$0.00	\$24,375.60
102011	AXON AI ASSISTANT	18	60		\$32.55	\$28.38	\$30,654.00	\$0.00	\$30,654.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,500.00	\$1.00	\$1.00	\$0.00	\$1.00
Total							\$207,911.00	\$0.00	\$207,911.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	18	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	20	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	20	1	12/01/2025
AB4 Camera Bundle	100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	20	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	12/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	06/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	18	1	06/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	06/01/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	12/01/2030
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	18	1	12/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	12/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	18	01/01/2026	12/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	18	01/01/2026	12/31/2030
A la Carte	102011	AXON AI ASSISTANT	18	01/01/2026	12/31/2030
A la Carte	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	18	01/01/2026	12/31/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	01/01/2026	12/31/2030

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	12/01/2026	12/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	18	12/01/2026	12/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	12/01/2026	12/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	218 E Elm St	Tyler	TX	75702-7312	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102011	AXON AI ASSISTANT	18	\$12,261.60	\$0.00	\$12,261.60
Year 1	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	18	\$8,903.52	\$0.00	\$8,903.52
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$0.40	\$0.00	\$0.40
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	\$9,750.24	\$0.00	\$9,750.24
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$900.48	\$0.00	\$900.48
Year 1	BWCUwTAP	BWC Unlimited with TAP	18	\$43,053.12	\$0.00	\$43,053.12
Year 1	H00001	AB4 Camera Bundle	18	\$6,472.80	\$0.00	\$6,472.80
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$1,822.24	\$0.00	\$1,822.24
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Total				\$83,164.40	\$0.00	\$83,164.40

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102011	AXON AI ASSISTANT	18	\$12,261.60	\$0.00	\$12,261.60
Year 2	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	18	\$8,903.52	\$0.00	\$8,903.52
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$0.40	\$0.00	\$0.40
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	\$9,750.24	\$0.00	\$9,750.24
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$900.48	\$0.00	\$900.48
Year 2	BWCUwTAP	BWC Unlimited with TAP	18	\$43,053.12	\$0.00	\$43,053.12
Year 2	H00001	AB4 Camera Bundle	18	\$6,472.80	\$0.00	\$6,472.80
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$1,822.24	\$0.00	\$1,822.24
Total				\$83,164.40	\$0.00	\$83,164.40

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102011	AXON AI ASSISTANT	18	\$6,130.80	\$0.00	\$6,130.80
Year 3	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	18	\$4,451.76	\$0.00	\$4,451.76
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$0.20	\$0.00	\$0.20
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	18	\$4,875.12	\$0.00	\$4,875.12
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$450.25	\$0.00	\$450.25
Year 3	BWCUwTAP	BWC Unlimited with TAP	18	\$21,526.55	\$0.00	\$21,526.55
Year 3	H00001	AB4 Camera Bundle	18	\$3,236.40	\$0.00	\$3,236.40
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$911.12	\$0.00	\$911.12

Dec 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$41,582.20	\$0.00	\$41,582.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/14/2025



16

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 11/12/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Internet Services by AireSpring to FCIC Satellite Offices	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize discretionary exemption pursuant to, Texas Local Government Code, § 262.024(a)(7)(C) for Internet Services provided by AireSpring to FCIC Satellite Offices.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@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 Monday at 12:00pm 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

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Agenda Item # _____



AT&T PRICING SCHEDULE

Customer	AT&T
Texas FCIC Street Address: 8511 S Sam Houston Pkwy E City: Houston State/Province: TX Zip Code: 77075-4874 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jeff Headley Title: Captain Street Address: 8511 S Sam Houston Parkway E City: Houston State/Province: TX Zip Code: 77075 Country: United States Telephone: 9033301138 Email: jeff.headley@fcic.texas.gov	Name: ATTUID: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☒	
Name: Alex Brewer Company Name: NATIONAL BROADBAND INC - R - OBTC Agent Street Address: 1859 Bowles Ave, Suite 250 City: Fenton State: MO Zip Code: 63026 Country: United States Telephone: 8443470585 Fax: Email: abrewer@nationalbroadband.com Agent Code: 51334	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD (MPP)

Service	Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
ADI	All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. PROMOTIONS

Promotions in valid written price quote apply as applicable to Services in the Pricing Schedule.

5. PRICING

5.1. AT&T Dedicated Internet

5.1.1. Rates and Discounts

MRC: Monthly Recurring Charge

N/A: Not Available

NRC: Non-Recurring Charge

5.1.1.1. Additional NRCs

No discounts apply.

Moving Charge	NRC Per Site
If scheduled during standard business hours - (8:00 a.m. to 5:00 p.m. Monday through Friday)	\$1,000.00
If scheduled outside standard business hours	\$1,500.00

5.1.1.2. DNS Services

Option	Undiscounted MRC
Additional Primary and Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100.00 per DNS increment

5.1.1.3. LAN IP Block Size

IPv4 LAN IP Block Size	MRC
/28 (usable IP 14)	\$40.00
/27 (usable IP 30)	\$45.00

AT&T PRICING SCHEDULE

/26 (usable IP 62)	\$50.00
/25 (usable IP 126)	\$90.00
/24 (usable IP 254)	\$140.00
/23 (usable IP 510)	\$210.00
/22 (usable IP 1022)	\$310.00
/21 (usable IP 2046)	\$470.00
/20 (usable IP 4094)	\$700.00
/19 (usable IP 8190)	\$1,015.00

5.1.1.4. Hi Cap Flex Billing Option

Location 1: 1600 AIRPORT E FWY BEDFORD,TX,76022	CHARGES		
	MRC	NRC	Incremental Usage Fee per Mbps*
2 Gbps MBC,10 Gbps Access	\$1877.98	\$199.95	\$0.33
Total ADI Location 1	\$1877.98	\$199.95	\$0.33
*Applies for Usage Based Billing only.			

Location 2: 8511 S SAM HOUSTON E PKWY HOUSTON,TX,77075	CHARGES		
	MRC	NRC	Incremental Usage Fee per Mbps*
2 Gbps MBC,10 Gbps Access	\$1438.92	\$199.95	\$0.33
Total ADI Location 2	\$1438.92	\$199.95	\$0.33
*Applies for Usage Based Billing only.			

Location 3: 468 S SEGUIN AVE NEW BRAUNFELS,TX,78130	CHARGES		
	MRC	NRC	Incremental Usage Fee per Mbps*
2 Gbps MBC,10 Gbps Access	\$2011.76	\$199.95	\$0.33
Total ADI Location 3	\$2011.76	\$199.95	\$0.33
*Applies for Usage Based Billing only.			

FOR AT&T ADMINISTRATIVE USE ONLY	
AT&T Dedicated Internet	Rate ID ADI 223237 Jul-07-2025

[End of Document]

**AIRESPRING
MASTER SERVICE ORDER AGREEMENT
10/28/2025**

(This MSOA is valid if signed by the Customer on or before 11/7/2025)

CUSTOMER: Texas Financial Crimes Intelligence Center
OMR #:
Channel Mgr: Matthew Curtis
Agent: Gary Speck
Agent ID: AVN0696
Solutions Engineer:
Submitted by: Matthew Curtis

CUSTOMER BILLING ADDRESS:

Street:
City:
State:
ZIP Code:

CUSTOMER CONTACT:

Name:
Title:
Phone:
Email:

TECHNICAL/VENDOR CONTACT:

Name:
Title:
Phone:
Email:

BILLING CONTACT:

Name:
Title:
Phone:
Email:

The purpose of this Master Service Order Agreement ("MSOA") shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments") appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement ("MSA"), which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. Unless explicitly agreed to in writing with the consent of both parties, this Agreement shall supersede any other expressed or implied understandings or agreements between the Customer and AireSpring.

By signature below, Customer expressly agrees to be bound by the terms herein and as provided in each Attachment.



BEDFORD - 1600 AIRPORT FWY, BEDFORD TX 76022-6850 (817-267)

Proposal: 423632-1124909344-002

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AlreMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AlreControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 2000 Mb/s - Loop - AT&T	\$631.25	\$0.00
1	Internet Gig Ethernet - 2000 Mb/s - Port	\$870.00	\$0.00
1	Fully Managed Router 10G - Cisco	\$70.00	\$0.00
1	IP Addresses - AT&T (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
Connectivity Subtotal		\$1,571.25	\$0.00
Location Total		\$1,571.25	\$0.00

HOUSTON - 8511 S SAM HOUSTON PKWY E, HOUSTON TX 77075-4874 (713-987)

Proposal: 423632-1124909344-001

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AlreMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AlreControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 2000 Mb/s - Loop - AT&T	\$631.25	\$0.00
1	Internet Gig Ethernet - 2000 Mb/s - Port	\$870.00	\$0.00
1	Fully Managed Router 10G - Cisco	\$70.00	\$0.00
1	IP Addresses - AT&T (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
Connectivity Subtotal		\$1,571.25	\$0.00
Location Total		\$1,571.25	\$0.00

NEW BRAUNFELS - 468 S SEGUIN AVE, NEW BRAUNFELS TX 78130-7664 (830-221)
Proposal: 423632-1124909344-003

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AireControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 2000 Mb/s - Loop - AT&T	\$1,026.50	\$0.00
1	Internet Gig Ethernet - 2000 Mb/s - Port	\$870.00	\$0.00
1	Fully Managed Router 10G - Cisco	\$70.00	\$0.00
1	IP Addresses - AT&T (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
Connectivity Subtotal		\$1,966.50	\$0.00
Location Total		\$1,966.50	\$0.00

Total For All Locations

Monthly Fee: \$5,109.00

One-Time Fee: \$0.00

All orders are subject to engineering, pricing and facilities verification.

Minimum of \$250 MRC per account.

SUMMARY TOTALS

*MRC/NRC Location Totals and Total for All Locations do not include any services or equipment not ordered, as well as Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/AdditionalFees.pdf>

TERMS AND USAGE AGREEMENT

The terms of this Agreement will be for the period(s) listed in the upper section of this MSOA depending on the services ordered, or if no period is listed on the order form for a particular service, for that service the term of the Circuit associated with that service will apply. If no term is stated otherwise, the initial term shall be thirty-six (36) months. The start of billing for a Service begins on the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the Service, ii) the date Customer is notified that the Service is active / available, iii) five (5) business days after Circuit Ready Date, (for orders providing an access/circuit loop), iv) five (5) business days after the start of a "Customer Delay of Installation", or v) thirty (30) days after Airespring ships equipment for locations outside the United States to Customer; regardless of a) whether all Services have been turned up at this or other locations, b) Customer readiness, c) Customer's non-use of Service, d) Customer desire to coordinate the timing of the turn-up or turn-down of other services at this or other sites, or e) failure to meet Customer-requested due date. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by Airespring. "Customer Delay of Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding Airespring or Airespring's underlying provider for any reason from installing and/or testing Customer's access circuit / loop or Service. Customer indirectly delays Airespring or Airespring's underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, supplies, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays Airespring or Airespring's underlying provider from installing or testing the access circuit / loop or Service. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes Airespring from expeditiously submitting Customer's order to underlying provider, Customer pricing may change as notified by Airespring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment for all non-SD-WAN or Security services this Agreement shall automatically renew for successive terms equal in length to the initial term. For SD-WAN or Security services, this Agreement shall automatically renew for successive terms equal in length to the initial term, and in no event shall the renewal term for SD-WAN or Security services be less than one year. Customer contracts to pay the Monthly Recurring Charges ("MRCs") as listed above for the terms of this Agreement, or \$250 per account, whichever is greater. By signing this Agreement, Customer agrees to pay all applicable service, circuit port, loop and equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any Non-Recurring Charges ("NRCs"). In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable terms, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of one hundred percent (100%) of the MRCs for all of the months remaining in any applicable term. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying service provider but prior to the Start of Service Date, the number of months remaining in the term shall be the total number of months for which the Customer has contracted. In the event of Customer's termination of the Agreement before the expiration of its term, Airespring's actual damages would be impracticable and/or extremely difficult to ascertain, so the parties agree the ETL set forth above is a reasonable estimate of actual damages. Assessment of an ETL does not relieve Customer of Customer's obligation to pay all i) non-recurring charges, ii) portions of non-recurring charges waived by Airespring, iii) waived construction charges, iv) any third party charges as a result of the early termination, and v) undisputed past due charges and interest thereon. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying provider, Customer shall be subject to the following fees: \$3500 per circuit plus applicable taxes and surcharges. For services ordered with Customer Provided Connectivity or where no circuit is provided by Airespring for such services, Customer shall pay a cancellation fee of \$750 per location plus applicable taxes and surcharges if Customer cancels all or a portion of the order prior to Start of Service. For Wireless services, in the event Customer terminates any service plan prior to the Start of Service Date and/or shipment of any devices/equipment to Customer then, if Customer has signed for a term greater than month to month, Customer shall be subject to a cancellation fee which shall be equal to three (3) months of service plan charges; otherwise the cancellation fee shall be equal to one (1) month of service plan charges. If Customer chooses to purchase a wireless router/device from Airespring, a management fee of \$10.00 MRC per device will be required for 12 months; if Customer cancels service prior to completion of 12 months, then Customer will be charged the prorated balance. Additionally, a 20% restocking fee of the undiscounted, retail price of Airespring provided devices shall apply and be paid by Customer for all equipment returned unopened to Airespring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. Airespring managed routers, Wireless routers/devices, SD-WAN equipment, Firewall equipment, and/or any other devices/equipment, are pre-configured and sent to Customer to be self-installed; if Customer requests a professional installation Airespring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). Airespring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return equipment purchased by Customer. Airespring does not bill VAT on its invoice. A VAT invoice and/or VAT Identification Number will not be provided. Customer understands and agrees that Airespring may pass-through additional fees, if assessed by an underlying provider utilized by Customer.

All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and Airespring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

INTERNET CIRCUIT INFORMATION AND PRICING

Managed Router/Gateway Shipping & Handling (Ground Shipping): \$50.00 (Expedited Shipping Additional)

For speeds above 100 Mb, if customer requires Network Address Translation (NAT) an upcharge may be applied.

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

DEMARC EXTENSION CHARGES

Demarc extension charges are not included in circuit pricing but may be ordered at an additional charge on an Individual Case Basis (ICB).

INSTALL TIMEFRAMES AND EXPEDITES

Domestic circuits:

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

International circuits:

Customer understands and accepts that installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Expedites:

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

INVOICING

Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.

*Paperless Billing: ☐ Yes ☐ No *Email Address (must be provided for Paperless Billing):

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

Minimum of \$250 MRC per account.

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by the customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Useable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
123NET (Fiber)	Free	\$10	\$20	\$40	\$80	ICB	ICB	N/A
123NET (BB)	Free	\$10	N/A	N/A	N/A	N/A	N/A	N/A
2PiFi	Free	\$80	ICB	ICB	ICB	ICB	ICB	ICB
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	\$10	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	ICB	ICB	ICB	ICB
Altice/Optimum (BB)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Armstrong (BB)	\$15	\$20	ICB	ICB	ICB	ICB	ICB	ICB
Astound (Fiber)	Free	\$30	ICB	ICB	ICB	ICB	ICB	ICB
Astound (Broadband)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
AT&T (ABF)	Free	Free	\$8	ICB	ICB	ICB	ICB	ICB
AT&T (DSL)	\$15	ICB	ICB	ICB	ICB	ICB	ICB	ICB
BlueBird (Fiber)	Free	\$35	\$70	\$100	\$160	\$250	ICB	ICB
Breezeline (Fiber)	Free	\$26	\$40	ICB	ICB	ICB	ICB	ICB
Breezeline (BB)	\$6	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Brightspeed (Fiber/BB)	Free	\$10	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	Free	\$30	\$35	\$55	\$80	\$105	\$205	ICB
Comcast (Cable)	\$9.95	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Consolidated Communications	Free	\$20	\$52	\$116	ICB	ICB	ICB	ICB
Cox (Fiber)	Free	Free	\$50	\$100	N/A	N/A	N/A	N/A
Cox (Cable)	\$5	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Conterra (Fiber)	Free	\$10	\$20	ICB	ICB	ICB	ICB	ICB
Everstream (Fiber)	Free	Free	\$65	\$145	ICB	ICB	ICB	ICB
FirstLight (Fiber)	Free	\$17	\$37	\$75	\$150	ICB	ICB	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (Fios)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Geolinks (FW)	Free	\$25	\$50	ICB	ICB	ICB	ICB	ICB
GloFiber (Fiber)	Free	\$30	\$70	\$150	\$310	ICB	ICB	ICB
GloFiber (BB Coax)	\$15	ICB	ICB	ICB	ICB	ICB	ICB	ICB
GloFiber (BB GPON)	Free	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Logix	Free	Free	\$35	\$70	\$100	ICB	ICB	ICB
Mediacom	\$5	\$19	\$28	N/A	N/A	N/A	N/A	N/A
Metronet (Fiber)	Free	\$20	\$40	\$80	\$160	\$320	\$640	ICB
Metronet (BB GPON)	Free	\$20	\$40	\$80	\$160	\$320	\$640	ICB
Midco (Fiber)	Free	\$30	\$50	ICB	ICB	ICB	ICB	ICB
Midco (Cable)	\$15	\$30	\$50	ICB	ICB	ICB	ICB	ICB
Pilot (Fiber)	Free	\$29	\$80	\$100	ICB	ICB	ICB	ICB
Sparklight (Cable)	\$19.95	\$29.95	\$49.95	ICB	ICB	ICB	ICB	ICB
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	\$20	\$30	\$40	\$60	N/A	N/A	N/A	N/A
UPN (Fiber)	Free	\$32	\$64	\$128	\$256	\$512	ICB	ICB
US Signal (Fiber)	Free	\$25	\$50	\$100	\$200	\$400	\$800	ICB
Verizon (FTT)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Vyve (Fiber)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Vyve (BB Coax)	\$9.95	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Vyve (BB GPON)	Free	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
WOW Fiber	Free	\$18	\$33	\$60	\$120	ICB	ICB	ICB
WOW BB	\$12	\$20	\$33	ICB	ICB	ICB	ICB	ICB
Zayo	Free	\$65	\$85	\$120	\$225	\$435	\$655	ICB
Ziply (WFI)	Free	\$20	N/A	N/A	N/A	N/A	N/A	N/A

Orders of up to 256 IP Addresses from AT&T Fiber, Lumen/Level3 Fiber, Verizon Fiber/IE, Frontier Fiber, and Ziply Fiber are free. Orders of more than 256 IP Addresses are ICB.

ViaSat: A persistent IP address is similar to a static IP address in that it is uniquely assigned to each device and is publicly addressable. ViaSat dynamically assigns up to three (3) free persistent IP addresses with each service.

Zayo: If adding an IPv4/v6 IP block after initial install, there is a \$250 NRC charge on top of MRC (if applicable). For clarity, the \$250 NRC is applied once (not NxBlock Count)

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: Texas Financial Crimes Intelligence Center			Billing Account Name (if different):		
*SERVICE ADDRESS: [Address]			Billing Address (if different):		
*CITY: [City]	*STATE: [State]	*ZIP: [ZIP]	City:	State:	ZIP:
*SERVICE CONTACT/TITLE:			Billing Address Contact:		
*PHONE:	FAX:		Phone:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			Contact Email -- Important (For Contact Purposes Only):		
Please Bill: Each Location separately: ☐ Main/HQ Corporate Location: ☐					
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
☐ CORPORATION		☐ GENERAL PARTNERSHIP		☐ LIMITED PARTNERSHIP	
☐ SOLE PROPRIETORSHIP		☐ NONPROFIT ORGANIZATION		☐ LIMITED LIABILITY COMPANY	
☐ HOME BUSINESS		☐ OTHER:			
*INCORPORATION DATE: / STATE/COUNTRY:			*CURRENT SERVICE PROVIDER:		
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				☐ YES	☐ NO
If non-US company, Tax Identification Number: Corporate Number (if applicable):					
Is Company under the ownership or control of another company? (If Yes, provide additional details)					
Within the last 3 years has company been under any investigation from the United States federal government or state government / agency in the United States concerning telephone or Internet traffic? If so, then please provide the date, details, and disposition of such investigation.					
Is your company/organization tax exempt? If yes, attach Airespring Tax Exemption Form (obtain from your Airespring Agent)				☐ Yes	☐ No

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	Social Security # (not FEIN): - -
2. Owner/Partner Name:	Social Security # (not FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*BANK NAME:	*BANK PHONE NUMBER:
*BANK ACCOUNT NUMBER:	*BANK CONTACT NAME:

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? ☐ YES ☐ NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
---	--

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:

CUSTOMER:

(Signature) By: _____

(Typed or Printed Name)

(Title)

(Date)

Summary of AT&T Service Level Agreements (SLAs) for AT&T Dedicated Internet Service

What is a Service Level Agreement?

- A Service Level Agreement (SLA) guarantees 100% speed and uptime of AT&T Dedicated Internet service, or else a service level credit can be requested.

AT&T Dedicated Internet Time to Restore

ADI Site Availability/Time to Restore SLA Credit Table			
Time to Restore		Country Group	
Equal to or greater than:	To less than:	Group 1-4	Group 5
1 second	1 Hour	3.3%	3.3%
1 Hour	2 Hours	3.3%	3.3%
2 hours	4 Hours	10.0%	3.3%
4 Hours	8 Hours	25.0%	3.3%
8 Hours	12 Hours	50.0%	10.0%
12 Hours	18 Hours	75.0%	10.0%
18 Hours	36 Hours	100.0%	10.0%
36 Hours	48 Hours	100.0%	10.0%

- Regarding the first table shown in this document (see Figure 1 above), the United States is Country Group 1. So, if an outage lasts between 1 second and 1 hour, you are eligible for a 3.3% discount on your monthly bill. If the outage lasts 18 hours, that discount is 100%.

From the [AT&T Service Guide](#):

SLA-3. ADI Site Availability / Time to Restore SLA Section

- The performance objective for the ADI Site Availability/Time to Restore SLA is for the ADI Site Availability to be 100%. If AT&T does not meet this performance objective in any given calendar month, Customer will be eligible for an ADI Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered ADI Monthly Charges for

the affected ADI Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the ADI Site Availability/Time to Restore SLA Credit Table (see Figure 1).

What constitutes an outage?

- “Outage” means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access (and in the case of ADI with Managed Router, the AT&T Equipment) that is unrelated to the normal functioning of ADI and that results in the inability of Customer to transmit IP packets for more than one second.

What is “Measure of Time to Restore”?

- Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected ADI Port and any delay caused by Customer.

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AT&T Dedicated Internet Latency Performance

ADI Latency Performance Objectives Table	
Within Region	Performance Objective
United States (US)	37 ms
Europe	22 ms
EMEA except Western Europe	35 ms
Asia Pacific	80 ms
Canada	40 ms
Caribbean and Latin America	135 ms
Between Regions	Performance Objective
Asia Pacific to US West Coast	150 ms
Asia Pacific to Europe	245 ms
Europe to US East Coast	90 ms
Europe to US West Coast	160 ms
US to Caribbean and Latin America	110 ms
US to Canada	25 ms

Figure 2

- The performance objectives for the ADI Latency SLA are for the ADI Latencies within and between Regions to be no greater than the latencies set forth in the ADI Latency Performance Objectives Table (see Figure 2 above).
- If AT&T does not meet a performance objective in a given calendar month, Customer will be eligible for an ADI Latency SLA credit equal to 1/30th of Customer's total discounted ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

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AT&T Dedicated Internet Data Delivery Performance

ADI Data Delivery Performance Objectives Table	
Within Regions	Performance Objective
United States (US)	99.95%
Canada	99.90%
CALA	99.90%
Europe	99.90%
EMEA	99.90%
Asia Pacific	99.90%
Between Regions	Performance Objective
Asia Pacific to US West Coast	99.90%
Asia Pacific to Europe	99.90%
Europe to US East Coast	99.90%
Europe to US West Coast	99.90%
United States to Canada	99.90%
United States to CALA	99.90%

Figure 3

- The performance objectives for the ADI Data Delivery SLA are for the ADI Data Delivery percentages within and between Regions to be no less than those set forth in the ADI Data Delivery Performance Objectives Table (see Figure 3 above).
- If AT&T does not meet this performance objective in a given calendar month, Customer will be eligible for an ADI Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.



AT&T Dedicated Internet Jitter

ADI Jitter Performance Objectives Table	
Within Region	Performance Objective
United States (US)	1.0 ms
EMEA (excluding Western Europe)	1.2 ms
Europe	1.2 ms
Asia Pacific	1.2 ms
Canada	1.2 ms
Caribbean and Latin America	1.2 ms
Between Regions	Performance Objective
Asia Pacific to US West Coast	1.2 ms
Asia Pacific to Europe	1.2 ms
Europe to US East Coast	1.2 ms
Europe to US West Coast	1.2 ms
US to Caribbean and Latin America	1.2 ms
US to Canada	1.2 ms

Figure 4

- The performance objective for the ADI Jitter SLA is for ADI Jitter in a given month to be no more than the jitter set forth in the ADI Jitter Performance Objectives Table (see Figure 4 above).
- If AT&T does not meet this performance objective, Customer will be eligible for an ADI Jitter SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME		FCIC		REQUISITION NUMBER		FY 2660				
	DATE		10-29-25		FUND NUMBER		32.475.4800.880				
	DATE REQUIRED				DEPARTMENT CODE		field ops				
DELIVER TO:			Adam Colby - Fin.Crimes Intelligence Ctr			SUGGESTED VENDORS:			AireSpring		
			218 E. Elm Street								
			Tyler, Texas 75702								
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --						-- CIRCLE SELECTED VENDOR --					
DATE PREPARED			PREPARED BY			#1 VENDOR NAME		#2 VENDOR NAME		#3 VENDOR NAME	
PURCHASE ORDER NO.			CONTRACT NO.								
CODING		QUANTITY		DESCRIPTION							
				Internet services for the 3 outlying offices							
				quote and MSOA attached							
				\$61,608.00 yearly							
I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.						IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.					
10-29-25			Adam Colby			Shannon Aynsworth			903-707-8280		
DATE			DEPARTMENT HEAD			EMPLOYEE NAME			EXTENSION		
DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT											

Submit

**AIRESPRING
MASTER SERVICE ORDER AGREEMENT
10/21/2025**

(This MSOA is valid if signed by the Customer on or before 10/31/2025)

CUSTOMER: Texas Financial Crimes Intelligence Center
OMR #:
Channel Mgr: Matthew Curtis
Agent: Gary speck
Agent ID: AVN0696
Solutions Engineer:
Submitted by: Matthew Curtis

CUSTOMER BILLING ADDRESS:

Street:

City:

State:

ZIP Code:

CUSTOMER CONTACT:

Name:

Title:

Phone:

Email:

TECHNICAL/VENDOR CONTACT:

Name:

Title:

Phone:

Email:

BILLING CONTACT:

Name:

Title:

Phone:

Email:

The purpose of this Master Service Order Agreement ("MSOA") shall be to include all Service Orders for locations listed herein under a single Master Service Order Agreement. The Master Service Order Agreement includes this agreement and all schedules, exhibits and Service Order attachments ("Attachments") appended hereto or subsequently signed by the parties, (collectively, this "Agreement"). All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement ("MSA"), which may be found at <https://airespring.com/service-terms/> and AireSpring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. Unless explicitly agreed to in writing with the consent of both parties, this Agreement shall supersede any other expressed or implied understandings or agreements between the Customer and AireSpring.

By signature below, Customer expressly agrees to be bound by the terms herein and as provided in each Attachment.



BEDFORD - 1600 AIRPORT FWY, BEDFORD TX 76022-6850 (817-267)
Proposal: 422171-1124907203-002

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AlreMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AlreControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 1 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 1000 Mb/s - Loop - AT&T	\$192.81	\$0.00
1	Internet Gig Ethernet - 1000 Mb/s - Port	\$815.00	\$0.00
1	IP Addresses - AT&T (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
1	Fully Managed Router 1G - Cisco/Adtran	\$35.00	\$0.00
Qty	Circuit 2 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 2000 Mb/s - Loop - Fiberlight	\$631.85	\$0.00
1	Internet Gig Ethernet - 2000 Mb/s - Port	\$920.00	\$0.00
1	IP Addresses - Fiberlight (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
1	Fully Managed Router 2G - Cisco/Adtran	\$70.00	\$0.00
Connectivity Subtotal		\$2,664.66	\$0.00
Location Total		\$2,664.66	\$0.00

Houston - 8511 S SAM HOUSTON PKWY E, HOUSTON TX 77075-4874 (713-987)

Proposal: 422171-1124907203-001

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AireControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 1 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 1000 Mb/s - Loop - AT&T	\$192.81	\$0.00
1	Internet Gig Ethernet - 1000 Mb/s - Port	\$815.00	\$0.00
1	IP Addresses - AT&T (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
1	Fully Managed Router 1G - Cisco/Adtran	\$35.00	\$0.00
Qty	Circuit 2 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 2000 Mb/s - Loop - Comcast	\$596.19	\$0.00
1	Internet Gig Ethernet - 2000 Mb/s - Port	\$920.00	\$0.00
1	IP Addresses - Comcast (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
1	Fully Managed Router 2G - Cisco/Adtran	\$70.00	\$0.00
Connectivity Subtotal		\$2,629.00	\$0.00
Location Total		\$2,629.00	\$0.00

New Braunfels - 468 S SEGUIN AVE, NEW BRAUNFELS TX 78130-7664 (830-221)

Proposal: 422171-1124907203-003

Qty	Description	Unit MRC	Unit NRC	Total MRC	Total NRC
1	AireMonitor, AireAlert and AireAutomate 24/7 Monitoring, Alerting and Auto-Support Case Creation for Airespring provided circuits and equipment.	FREE	\$0.00	FREE	\$0.00
1	AireControl Customer Portal for 360° Complete Visibility and Control Our Proprietary AI-powered IT Service Management Platform unifies every process, device, circuit and data point into a single cloud application.	FREE	\$0.00	FREE	\$0.00
Services Subtotal				\$0.00	\$0.00

Qty	Circuit 1 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 1000 Mb/s - Loop - AT&T	\$408.05	\$0.00
1	Internet Gig Ethernet - 1000 Mb/s - Port	\$815.00	\$0.00
1	IP Addresses - AT&T (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
1	Fully Managed Router 1G - Cisco/Adtran	\$35.00	\$0.00
Qty	Circuit 2 3-Year Term	Total MRC	Total NRC
1	Internet Gig Ethernet - 2000 Mb/s - Loop - Spectrum	\$2466.56	\$0.00
1	Internet Gig Ethernet - 2000 Mb/s - Port	\$920.00	\$0.00
1	IP Addresses - Spectrum (Fiber): 2 (Usable: 1) - Month-Month Term	FREE	\$0.00
1	Fully Managed Router 2G - Cisco/Adtran	\$70.00	\$0.00
Connectivity Subtotal		\$4,714.61	\$0.00
Location Total		\$4,714.61	\$0.00

Total For All Locations	
Monthly Fee: \$10,008.27	One-Time Fee: \$0.00

All orders are subject to engineering, pricing and facilities verification.

Minimum of \$250 MRC per account.

SUMMARY TOTALS

*MRC/NRC Location Totals and Total for All Locations do not include any services or equipment not ordered, as well as Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/AdditionalFees.pdf>

TERMS AND USAGE AGREEMENT

The terms of this Agreement will be for the period(s) listed in the upper section of this MSOA depending on the services ordered, or if no period is listed on the order form for a particular service, for that service the term of the Circuit associated with that service will apply. If no term is stated otherwise, the initial term shall be thirty-six (36) months. The start of billing for a Service begins on the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the Service, ii) the date Customer is notified that the Service is active / available, iii) five (5) business days after Circuit Ready Date, (for orders providing an access/circuit loop), iv) five (5) business days after the start of a "Customer Delay of Installation", or v) thirty (30) days after Airespring ships equipment for locations outside the United States to Customer; regardless of a) whether all Services have been turned up at this or other locations, b) Customer readiness, c) Customer's non-use of Service, d) Customer desire to coordinate the timing of the turn-up or turn-down of other services at this or other sites, or e) failure to meet Customer-requested due date. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by Airespring. "Customer Delay of Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding Airespring or Airespring's underlying provider for any reason from installing and/or testing Customer's access circuit / loop or Service. Customer indirectly delays Airespring or Airespring's underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, supplies, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks, or delays Airespring or Airespring's underlying provider from installing or testing the access circuit / loop or Service. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes Airespring from expeditiously submitting Customer's order to underlying provider, Customer pricing may change as notified by Airespring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment for all non-SD-WAN or Security services this Agreement shall automatically renew for successive terms equal in length to the initial term. For SD-WAN or Security services, this Agreement shall automatically renew for successive terms equal in length to the initial term, and in no event shall the renewal term for SD-WAN or Security services be less than one year. Customer contracts to pay the Monthly Recurring Charges ("MRCs") as listed above for the terms of this Agreement, or \$250 per account, whichever is greater. By signing this Agreement, Customer agrees to pay all applicable service, circuit port, loop and equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-rata of first month's service, as well as any Non-Recurring Charges ("NRCs"). In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable terms, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of one hundred percent (100%) of the MRCs for all of the months remaining in any applicable term. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying service provider but prior to the Start of Service Date, the number of months remaining in the term shall be the total number of months for which the Customer has contracted. In the event of Customer's termination of the Agreement before the expiration of its term, Airespring's actual damages would be impracticable and/or extremely difficult to ascertain, so the parties agree the ETL set forth above is a reasonable estimate of actual damages. Assessment of an ETL does not relieve Customer's obligation to pay all i) non-recurring charges, ii) portions of non-recurring charges waived by Airespring, iii) waived construction charges, iv) any third party charges as a result of the early termination, and v) undisputed past due charges and interest thereon. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying provider, Customer shall be subject to the following fees: \$3500 per circuit plus applicable taxes and surcharges. For services ordered with Customer Provided Connectivity or where no circuit is provided by Airespring for such services, Customer shall pay a cancellation fee of \$750 per location plus applicable taxes and surcharges if Customer cancels all or a portion of the order prior to Start of Service. For Wireless services, in the event Customer terminates any service plan prior to the Start of Service Date and/or shipment of any devices/equipment to Customer then, if Customer has signed for a term greater than month to month, Customer shall be subject to a cancellation fee which shall be equal to three (3) months of service plan charges; otherwise the cancellation fee shall be equal to one (1) month of service plan charges. If Customer chooses to purchase a wireless router/device from Airespring, a management fee of \$10.00 MRC per device will be required for 12 months; if Customer cancels service prior to completion of 12 months, then Customer will be charged the prorated balance. Additionally, a 20% restocking fee of the undiscounted, retail price of Airespring provided devices shall apply and be paid by Customer for all equipment returned unopened to Airespring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. Airespring managed routers, Wireless routers/devices, SD-WAN equipment, Firewall equipment, and/or any other devices/equipment, are pre-configured and sent to Customer to be self-installed; if Customer requests a professional installation Airespring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). Airespring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return equipment purchased by Customer. Airespring does not bill VAT on its invoice. A VAT invoice and/or VAT Identification Number will not be provided. Customer understands and agrees that Airespring may pass-through additional fees, if assessed by an underlying provider utilized by Customer.

All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at <https://airespring.com/service-terms/> and Airespring's Acceptable Use Policy, which may be found at <https://airespring.com/service-terms/acceptable-use-policy-aup/>, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.pdf>

INTERNET CIRCUIT INFORMATION AND PRICING

Managed Router/Gateway Shipping & Handling (Ground Shipping): \$50.00 (Expedited Shipping Additional)

For speeds above 100 Mb, if customer requires Network Address Translation (NAT) an upcharge may be applied.

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

DEMARC EXTENSION CHARGES

Demarc extension charges are not included in circuit pricing but may be ordered at an additional charge on an Individual Case Basis (ICB).

INSTALL TIMEFRAMES AND EXPEDITES

Domestic circuits:

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

International circuits:

Customer understands and accepts that installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Expedites:

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

INVOICING

Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.

*Paperless Billing: ☐ Yes ☐ No *Email Address (must be provided for Paperless Billing):

NOTES

In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.

Minimum of \$250 MRC per account.

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by the customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Useable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
123NET (Fiber)	Free	\$10	\$20	\$40	\$80	ICB	ICB	N/A
123NET (BB)	Free	\$10	N/A	N/A	N/A	N/A	N/A	N/A
2PiFi	Free	\$80	ICB	ICB	ICB	ICB	ICB	ICB
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	\$10	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	ICB	ICB	ICB	ICB
Altice/Optimum (BB)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Armstrong (BB)	\$15	\$20	ICB	ICB	ICB	ICB	ICB	ICB
Astound (Fiber)	Free	\$30	ICB	ICB	ICB	ICB	ICB	ICB
Astound (Broadband)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
AT&T (ABF)	Free	Free	\$8	ICB	ICB	ICB	ICB	ICB
AT&T (DSL)	\$15	ICB	ICB	ICB	ICB	ICB	ICB	ICB
BlueBird (Fiber)	Free	\$35	\$70	\$100	\$160	\$250	ICB	ICB
Breezeline (Fiber)	Free	\$26	\$40	ICB	ICB	ICB	ICB	ICB
Breezeline (BB)	\$6	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Brightspeed (Fiber/BB)	Free	\$10	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	Free	\$30	\$35	\$55	\$80	\$105	\$205	ICB
Comcast (Cable)	\$9.95	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Consolidated Communications	Free	\$20	\$52	\$116	ICB	ICB	ICB	ICB
Cox (Fiber)	Free	Free	\$50	\$100	N/A	N/A	N/A	N/A
Cox (Cable)	\$5	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Conterra (Fiber)	Free	\$10	\$20	ICB	ICB	ICB	ICB	ICB
Everstream (Fiber)	Free	Free	\$65	\$145	ICB	ICB	ICB	ICB
FirstLight (Fiber)	Free	\$17	\$37	\$75	\$150	ICB	ICB	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (Fios)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Geolinks (FW)	Free	\$25	\$50	ICB	ICB	ICB	ICB	ICB
GloFiber (Fiber)	Free	\$30	\$70	\$150	\$310	ICB	ICB	ICB
GloFiber (BB Coax)	\$15	ICB	ICB	ICB	ICB	ICB	ICB	ICB
GloFiber (BB GPON)	Free	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Logix	Free	Free	\$35	\$70	\$100	ICB	ICB	ICB
Mediacom	\$5	\$19	\$28	N/A	N/A	N/A	N/A	N/A
Metronet (Fiber)	Free	\$20	\$40	\$80	\$160	\$320	\$640	ICB
Metronet (BB GPON)	Free	\$20	\$40	\$80	\$160	\$320	\$640	ICB
Midco (Fiber)	Free	\$30	\$50	ICB	ICB	ICB	ICB	ICB
Midco (Cable)	\$15	\$30	\$50	ICB	ICB	ICB	ICB	ICB
Pilot (Fiber)	Free	\$29	\$80	\$100	ICB	ICB	ICB	ICB
Sparklight (Cable)	\$19.95	\$29.95	\$49.95	ICB	ICB	ICB	ICB	ICB
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	\$20	\$30	\$40	\$60	N/A	N/A	N/A	N/A
UPN (Fiber)	Free	\$32	\$64	\$128	\$256	\$512	ICB	ICB
US Signal (Fiber)	Free	\$25	\$50	\$100	\$200	\$400	\$800	ICB
Verizon (FTT)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Vyve (Fiber)	Free	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Vyve (BB Coax)	\$9.95	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Vyve (BB GPON)	Free	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
WOW Fiber	Free	\$18	\$33	\$60	\$120	ICB	ICB	ICB
WOW BB	\$12	\$20	\$33	ICB	ICB	ICB	ICB	ICB
Zayo	Free	\$65	\$85	\$120	\$225	\$435	\$655	ICB
Ziply (WFI)	Free	\$20	N/A	N/A	N/A	N/A	N/A	N/A

Orders of up to 256 IP Addresses from AT&T Fiber, Lumen/Level3 Fiber, Verizon Fiber/IE, Frontier Fiber, and Ziply Fiber are free. Orders of more than 256 IP Addresses are ICB.

ViaSat: A persistent IP address is similar to a static IP address in that it is uniquely assigned to each device and is publicly addressable. ViaSat dynamically assigns up to three (3) free persistent IP addresses with each service.

Zayo: If adding an IPv4/v6 IP block after initial install, there is a \$250 NRC charge on top of MRC (if applicable). For clarity, the \$250 NRC is applied once (not NxBlock Count)

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: Texas Financial Crimes Intelligence Center			Billing Account Name (if different):		
*SERVICE ADDRESS: [Address]			Billing Address (if different):		
*CITY: [City]	*STATE: [State]	*ZIP: [ZIP]	City:	State:	ZIP:
*SERVICE CONTACT/TITLE:			Billing Address Contact:		
*PHONE:	FAX:		Phone:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			Contact Email -- Important (For Contact Purposes Only):		
Please Bill: Each Location separately: ☐ Main/HQ Corporate Location: ☐					
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
☐ CORPORATION		☐ GENERAL PARTNERSHIP		☐ LIMITED PARTNERSHIP	
☐ SOLE PROPRIETORSHIP		☐ NONPROFIT ORGANIZATION		☐ LIMITED LIABILITY COMPANY	
☐ HOME BUSINESS		☐ OTHER:			
*INCORPORATION DATE: / STATE/COUNTRY:			*CURRENT SERVICE PROVIDER:		
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				☐ YES	☐ NO
If non-US company, Tax Identification Number: Corporate Number (if applicable):					
Is Company under the ownership or control of another company? (If Yes, provide additional details)					
Within the last 3 years has company been under any investigation from the United States federal government or state government / agency in the United States concerning telephone or Internet traffic? If so, then please provide the date, details, and disposition of such investigation.					
Is your company/organization tax exempt? If yes, attach Airespring Tax Exemption Form (obtain from your Airespring Agent)				☐ Yes	☐ No

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	Social Security # (not FEIN): - -
2. Owner/Partner Name:	Social Security # (not FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*BANK NAME:	*BANK PHONE NUMBER:
*BANK ACCOUNT NUMBER:	*BANK CONTACT NAME:

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? ☐ YES ☐ NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
---	--

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)
I AGREE THAT AIRESRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Title of Applicant:

CUSTOMER:

(Signature) By: _____

(Typed or Printed Name)

(Title)

(Date)

Customer Initial: _____

17

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

Submission Date: 11/05/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Minutes - October 2025	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for October 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
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 # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF OCTOBER 2025 A.D. ACCEPTED
THE 18TH DAY OF NOVEMBER 2025 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



42-25
COMMISSIONERS COURT
MINUTES
October 7, 2025

On Tuesday, October 7, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

V. PUBLIC COMMENT

Bob Brewer #4, Dalila Reynoso #17

OPEN SESSION: 9:30AM

RESOLUTIONS

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming the week of October 5, 2025, as “Texas Extension Education Association Week ” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming the week of October 5, 2025, as “National 4-H Week ” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

3. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming October 2025, as “Domestic Violence Awareness Month ” in Smith County.

Passed 5-0; Abstain: (None); Absent: (None).

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming October 10, 2025, as “Paving the Way to Mental Wellness Day” in Smith County.

Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

5. Presentation to receive the Round Up Day Award from the East Texas State Fair and its inaugural Rodeo and learn about the economic impact the event had on Smith County.

No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to elect Smith County representatives, Mark Whatley and James Sheridan to serve on the Smith County Appraisal District Board of Directors for a two-year term beginning January 1, 2026, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

Appoint Mark Whatley and James Sheridan

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reappoint JoAnn Hampton and Richard Blake to the Andrews Center Board of Trustees, positions three and nine, for a two-year term beginning November 1, 2025, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

Appoint JoAnn Hampton and Richard Blake

8. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to reappoint Bobby Garmon to the Smith County 9-1-1 Communications District Board of Managers for a two-year term beginning January 1, 2026, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

Appoint Bobby Garmon

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the following Indigent Defense Contracts in the amount of \$120,000, for the 12-month term of the contract for the 114th and 321st Judicial District Courts, pursuant to the Texas Code of Criminal Procedure, Article 26.04:

- a. Thad Davidson,
- b. Cheryl Wulf,

- c. Kurt Noell,
- d. James Carter,
- e. Alicia Barkley,
- f. Don Davidson,
- g. Kyle Rosenstein,
- h. Jennifer Deen,
- i. Emily Patton,
- j. Karen Bretzke,
- k. Amy Daughtrey, and
- l. Carey Christie.

Passed 5-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

10. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to accept the completion of the construction contract for RB-12-25, Roadway Improvements to CR 1100, CR 1113, CR 1131, CR 1225 & CR 199, with an underrun amount of \$122,421.51, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the FY26 Discretionary Budgets.

Passed 5-0; Abstain: (None); Absent: (None).

12. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution and allow the Auditor's Office to apply for the FY26 Texas Indigent Defense Commission Formula Grant and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

FCIC

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve an agreement with Carahsoft Technology Corp. for analyst support services via State of Texas DIR contract # DIR-CPO-5687 in the amount of \$303,523.04 and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

14. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:

- a. Final Plat for Hamilton Subdivision No. 2, Precinct 2, and
- b. Final Plat for Twisted Oaks Addition, Precinct 3.

Passed 5-0; Abstain: (None); Absent: (None).

15. Receive pipe and/or utility line installation request (notice only):

- a. County Roads 2147, 2151, 2142, 2152, 2154, 2153, 2343, Byers Engineering Company, install fiber optic cable and pedestals, Precinct 2,
- b. County Roads 2134, 2137, 2138, 2139, 2140, 2141, 2175, 2263, install underground and aerial fiber optic cable with vaults and pedestals, Precinct 2,
- c. Metronet, County Road 1125, install aerial and underground fiber optic cable, Precinct 4,
- d. Metronet, County Road 2188, install underground fiber optic cable, Precinct 2, and
- e. Metronet, County Roads 2139, 2317, 2172, 2300, install underground fiber optic cable, Precinct 2.

No Action Necessary.

AUDITOR'S OFFICE

16. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

17. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.

No Action Necessary.

Commissioners Court recessed Open Session at 10:21AM and went into Executive Session.

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

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.071 CONSULTATION WITH ATTORNEY

18. Deliberation and consultation with attorney regarding compliance and claims submitted under the Smith County Health Plan.
19. Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Animal Control and Shelter Supervisor Position.

Commissioners Court closed Executive Session at 11:51AM and reconvened Open Session.

ADJOURN: 11:51AM

Meeting adjourned by County Judge Neal Franklin

Date: 11/12/25

Approved: _____

County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for October 7, 2025.

Karen Phillips

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

November 12, 2025

Date





43-25
COMMISSIONERS COURT
MINUTES
October 14, 2025

On Tuesday, October 14, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

Pastor Wade Ricks

V. PUBLIC COMMENT

Bob Brewer #1, District Clerk Penny Clarkston #3

OPEN SESSION: 9:30AM

PRESENTATION

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to receive presentation from Local Mason, Joe Barron and accept the cornerstone donation for the new courthouse.
Passed 5-0; Abstain: (None); Absent: (None)

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to amend the Beneficiary Agreement between Smith County and the University of Texas Health Science Center at Tyler for the Distribution of ARPA Funds and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)
3. Consider and take necessary action to approve the following SRL Clinic Attorney Agreement with Kurt Noell in the amount of \$16,200, for the 12-month term of the contract, and authorize the county judge to sign all related documentation.
Item Passed on for two weeks
4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the FY25-26 public service interlocal agreements between Smith County and the Northeast Texas Public Health District and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)
5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept donations in the amount of \$500.00 and \$1,000.00 to the animal shelter for animals seized, pursuant to Texas Health and Safety Code, Chapter 821.
Passed 5-0; Abstain: (None); Absent: (None)
6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the purchase of furniture for the new Facilities Service Center through TIPS Cooperative Purchasing Program Contract # 230301 utilizing American Rescue Plan Act Funds in the amount of \$50,255.48 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)
7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a Smith County Indigent Defense Agreement for appeals with Amy Blaylock, in the amount of \$120,000, for the 12-month term of the contract and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)
8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adjust FY26 Smith County PayScale for Animal Control Supervisor and Animal Shelter Coordinator, adjust Kennel Tech position, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)

PURCHASING

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to award a contract to A.E.Schull & Company in the amount of \$614,295.63 for RB-08-25 Paving and Drainage Improvements to CR 3179 (Young Place) and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)
10. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract to True Roads Construction, LLC in the amount of \$842,454.46 for RB-14-25 Bridge Replacement on CR 1139 at Indian Creek and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)

RECURRING BUSINESS

COMMISSIONERS COURT

11. Receive monthly reports from Smith County Departments.
No Action Necessary.

ROAD AND BRIDGE

12. Receive pipe and/or utility line installation request (notice only):
- a. County Road 2153, Cherokee County Electric, bore to install fiber optic cable, Precinct 2, and
 - b. County Road 252, Cherokee County Electric, bore to install fiber optic cable, Precinct
- No Action Necessary.*

AUDITOR'S OFFICE

13. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None)

ADJOURN: 10:10AM

Meeting adjourned by County Judge Neal Franklin

Date: 11/12/25

Approved: _____

County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for October 14, 2025.

Karen Phillips

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

November 12, 2025

Date





44-25
**COMMISSIONERS COURT
MINUTES
October 21, 2025**

On Tuesday, October 21, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Absent
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

Phil Burks – Genesis Founder

V. PUBLIC COMMENT

OPEN SESSION: 9:30 AM

PUBLIC HEARING:

1. Receive Public comment regarding the FY 2026 Provider Participation Program Payments pursuant to Texas Health and Safety Code, Chapter 291A.
Passed on

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action to approve an order authorizing the FY 2026 Smith County Collection of a Mandatory Payment under the Local Provider Participation Fund pursuant to Texas Health and Safety Code, Chapter 291A, and authorize the county judge to sign all related documentation.

Passed on

RESOLUTIONS

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to ratify a resolution proclaiming October 15, 2025, as “Genesis Founder’s Day” in Smith County.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming October 25, 2025, as “Walk to End Alzheimer’s Day ” in Smith County.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

COURT ORDERS

COMMISSIONERS COURT

5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 for the Smith County Young Lawyers Association to authorize the Green Acres Student Center, as the location for 321st District Court proceedings for Smith County National Adoption Day, Friday, November 21, 2025, in compliance with Chapters 291 & 292 of the Texas Local Government Code.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the FY26 Public Service Interlocal Agreements between Smith County and the following organizations, and authorize the county judge to sign all related documentation:

- a. Alzheimer's Alliance,
- b. CASA for Kids,
- c. Children’s Advocacy Center (CAC),
- d. Civil Air Patrol,
- e. ETCADA,
- f. Meals on Wheels,
- g. Northeast Texas Public Health District (NET Health),
- h. PATH,
- i. Smith County Historical Society,
- j. St. Paul Children's Foundation,
- k. Tyler Economic Development Corporation, and
- l. Tyler Family Circle of Care.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

ROAD AND BRIDGE

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Interlocal Agreements between Smith County and the following for Road & Bridge Services, and allow the county judge to sign all related documentation:

- a. City of Noonday, and
- b. City of Winona.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept the roadways of Dews Court III into the Smith County Road Maintenance System.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

CONSTABLE – PCT 4

9. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to appoint Terry Linder to serve as a reserve deputy for the Smith County Precinct 4 Constable's Office.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

RECURRING BUSINESS

COMMISSIONERS COURT

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Commissioners Court minutes for September 2025.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

11. Receive Commissioners Court recordings for September 2025.

No Action Necessary.

ROAD AND BRIDGE

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the Final Plat for the Brown Subdivision, Precinct 2.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

13. Receive pipe and/or utility line installation request (notice only):

- a. County Road 245, West Gregg Special Utility District, install service line, Precinct 3, and
- b. County Road 3168, West Gregg Special Utility District, install service line, Precinct 3.

No Action Necessary.

TREASURER'S OFFICE

14. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to accept the Treasurer's September monthly report as received.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

AUDITOR'S OFFICE

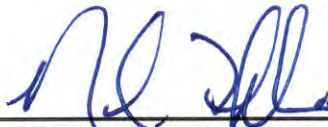
15. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

ADJOURN:

Meeting adjourned by County Judge Neal Franklin

Date: 11/12/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for October 21, 2025.


KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

November 12, 2025
Date





45-25
**COMMISSIONERS COURT
MINUTES
October 28, 2025**

On Tuesday, October 28, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

V. PUBLIC COMMENT

Kurt Noell #7, Constable Josh Joplin Precinct 4 #17

OPEN SESSION: 9:30 AM

PUBLIC HEARING:

1. Receive public comment regarding the FY 2026 Provider Participation Program Payments pursuant to Texas Health and Safety Code, Chapter 291A.
No Action Necessary.

PUBLIC HEARING: 9:33 ADJOURN

COURT ORDER

COMMISSIONERS COURT

2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve an order authorizing the FY 2026 Smith County Collection of a Mandatory Payment under the Local Provider Participation Fund pursuant to Texas Health and Safety Code, Chapter 291A, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None)

RESOLUTION

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming November 2, 2025, as “Barham Fulmer Day” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None)

PRESENTATIONS

HUMAN RESOURCES

4. Presentation of employee recognition, longevity certificates, and service pins.
No Action Necessary.
5. Presentation of Texas Association of Counties Health Benefit Plan.
No Action Necessary.

FIRE MARSHAL/ EMERGENCY MANAGEMENT

6. Presentation from Climavision regarding the installation of a weather radar within Smith County and discussing the potential of partial funding for the project.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 regarding expenditure of Opioid Litigation Settlement Funds received by Smith County.
Passed 5-0; Abstain: (None); Absent: (None)

INFORMATION TECHNOLOGY

8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve a discretionary exemption with the following companies for the purchase and installation of security equipment for Smith County in accordance with Local Government Code 262.024(a)(2) and authorize the county judge to sign all related documentation.

- a. East Texas Alarm, and
- b. Summit Fire.

Passed 5-0; Abstain: (None); Absent: (None)

9. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a contract with SHI for the renewal of the Microsoft Enterprise Agreement in the annual amount of \$498,773.60 on the Texas DIR Coop Contract and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None)

HUMAN RESOURCES

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 regarding the approval of the administrative updates to the Title VI Policy and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None)

COUNTY CLERK

11. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve Records Management and Preservation Funds to be used to preserve records of the County Clerk's office.

Passed 5-0; Abstain: (None); Absent: (None)

AUDITOR'S OFFICE

12. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to modify the FY26 County Pay Scale to correct the approved SHRM supplements and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None)

SHERIFF'S OFFICE

13. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraways, Sr. – Precinct 4 to reclassify Sheriff's Office Position Number 96 from 705A (\$40,958) to 706A (\$46,510), with an effective date of 10/05/2025.

Passed 5-0; Abstain: (None); Absent: (None)

RECURRING BUSINESS

ROAD AND BRIDGE

14. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the Final Plat for the Belle Edge Subdivision, Precinct 3.

Passed 5-0; Abstain: (None); Absent: (None)

15. Receive pipe and/or utility line installation request (notice only) for County Road 436, Oncor Electric LLC, road bore and install two new poles, Precinct 3.

No Action Necessary.

AUDITOR'S OFFICE

16. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None)

Commissioners Court recessed Open Session at 11:48AM and went into Executive Session.

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.

§551.071 CONSULTATION WITH ATTORNEY

§551.072 DELIBERATION REGARDING REAL PROPERTY

17. Consultation with attorney and deliberation regarding the purchase, exchange, lease, or value of real property including but not limited County owned property, property located in the 400 block of E. Ferguson and Smith County owned property located on E. Ferguson.

Commissioners Court closed Executive Session at 12:20PM and reconvened Open Session.

ADJOURN: 12:20PM

Meeting adjourned by County Judge Neal Franklin

Date: 11/12/25

Approved: _____

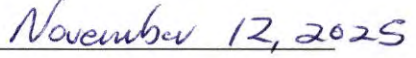

County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for October 28, 2025.



KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas



Date



18

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

Submission Date: 11/05/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Recordings - October 2025	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive Commissioners Court recordings for October 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
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 # _____

19

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

Submission Date: 11/05/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Comm Court
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Department Reports	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive monthly reports from Smith County departments.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
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 # _____

FACILITY SERVICES

MONTHLY REPORT
OCTOBER 2025

EDWARD NICHOLS, DIRECTOR



COMPLETED PM'S / WORK ORDERS

- Combined total: **1,660**
- Completed PM's: 1,360
- Completed Non-PM work orders: 300
- Average hours per work order: 1.38
- Average cost per work order: \$37.47
- Combined total work orders completed for FY26: **1,660**

COMPLETED TASKS

- **Pct.4 Winona-**
 - o Replaced mailbox that was damaged by a vehicle.
 - o Temporarily repaired the gate that was hit by a vehicle.
 - Plan to obtain proposals for permanent repairs.
- **Cotton Belt-**
 - o Replaced faulty pump motor on the steam boiler D.A. tank.
- **Old Road and Bridge-**
 - o Repaired broken domestic water supply line located beneath the asphalt parking area.
- **Pct.1 Constable-**
 - o Replaced the water heater due to bad smell.
- **Pct.1 Justice of the Peace-**
 - o Replaced approximately 20 worn and damaged chairs located in the courtroom with some that we already had in storage.
- **Central Jail-**
 - o Troubleshoot and repaired a kitchen commercial refrigerator.
- **North Jail Kitchen-**
 - o Re-wired electrical circuits to assist the S.O. with changing the ovens from electrical to natural gas. Had to convert to a lower voltage.
 - o Troubleshoot and repaired issues with AHU2.
- **Facility Services –**
 - o Purchased and received the new telehandler forklift that was approved in our budget for handling heavy materials and equipment.
 - o Filled the new Groundskeeper position.
- **Annex-**
 - o Completed the installation of ADA accessible door device and controls on the entrance of the CPS office that was an employee accommodation approved by the H.R. department.
- **Juvenile Services-**
 - o Assisted the I.T. department with upgrading the Juvenile Johnson Controls Metasys System.
- **EOC-**
 - o Completed the project to replace the generator and automatic transfer switch.

CURRENT & SCHEDULED TASKS

- **Open Positions-**
 - Fill open Skilled Trade Specialist (HVAC Tech) position.
 - Fill Qty.1 currently open Custodian position.
 - Fill Qty.3 new Custodian positions beginning in September 2026.
- **Employee Training-**
 - Boiler operations, maintenance and safety (2-day seminar)
 - Pete Nunez and Daniel Dick – 11/12/25 – 11/13/25. (Arlington)
 - Basic custodian certification.
 - Test and materials provided to Zoila Sanchez and Maricela Diaz on 10/22/25.
 - Class 7 Rough terrain forklift training.
 - Will be looking into proving training/certifications to all maintenance, construction and grounds staff.
- **Courthouse Construction-** Hoar & SCI Construction
 - The new Courthouse site demolition began on August 5th. Expected completion and move in is December 2026.
 - Demolition of existing Courthouse is expected to begin in March 2027.
- **Annex-**
 - I.T. Department project to relocate the data center on the 2nd floor. - **ARPA**
 - Fitzpatrick Architects to design and administrate the project.
 - Construction contract awarded in CC to RLM Contractors on 01/02/24.
 - Awaiting I.T. to move equipment over to the new server room (approx. 90 days).
 - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2nd floor I.T. server room project.
 - Begin planning for exterior waterproofing of the entire building. (CIP project)
 - Currently working with Walker Consultants for assessment, design, spec, contract admin.
 - Will need to put out for RFP to contractors.
 - Replace sump pumps 1&2.
 - P.O. issued to contractor.
- **Facility Services –**
 - Replace the engine on the Scag mower.
 - Order parts and prepare for the Christmas display at the Courthouse.
 - Replace RTU #2.
 - Requisition sent 10/29/25.
 - Replace deteriorated metal on covered parking area.
 - FY26 CIP to remodel for use by others after we relocate to our new facility.
- **North Jail-**
 - Upgrade of the jail generator. – **ARPA**
 - Fitzpatrick Architects to provide design, specifications and contract administration.
 - PO issued to Drewery Construction \$427,036 on 12/19/24.
 - It is expected to begin in November 2025.
 - Look into possibly installing a ductless mini-split system in the North Jail's central picket.
 - FY26 CIP roof replacement project.
- **Facility Services Center (302 E. Line) - ARPA**
 - Demolition of old structures and the building out of office in existing metal buildings.
 - Fitzpatrick Architects provided design, specifications and contract administration. - \$140,000
 - Watson Commercial Construction to complete the project.
 - PO for \$2,689,900 issued to Watson Commercial on 12/31/24.
 - Furniture ordered and shipping soon.
 - I.T. completing their tasks.
 - Watson wrapping up their remaining tasks.
- **Central Jail –**
 - FY25 CIP project to replace the roof of the old jail sections. – Estimated \$1M
 - Fitzpatrick to design/spec/administrate.
 - Currently out for bid.

- o Repair the damaged entrance gate that was backed into by a vehicle.
 - o Replace Qty.4 HVAC pumps.
 - PO's issued for each and provided to the contractor.
 - o Replace kitchen water heater.
 - PO issued and provided to the contractor.
 - o FY26 CIP lighting controls upgrade.
- **Pct.2 Noonday –**
 - o FY26 CIP parking lot expansion behind Constable and lawn drainage remediation.
- **Parking lot improvement- FY26 CIP**
 - o Animal Shelter – seal
 - o Pct.5 Lindale – seal/stripe
 - o Pct.1 Constable – seal/stripe
 - o Pct.4 Winona – seal/stripe
 - o Pct.2 Noonday – seal/stripe (coordinate with expansion project)
- **Combined storage facility construction – FY26 CIP**

MONTHLY REPORT FOR OCTOBER 2025

Judicial Compliance

Number of cases in which court costs, fees and fines were assessed during the quarter.

ALL DISTRICT	38
ALL COUNTY COURTS	92
ALL JP COURTS	127
<i>TOTAL</i>	<i>257</i>

DOLLAR AMOUNT ASSESSED:

ALL DISTRICT	\$19,948.40
ALL COUNTY COURTS	\$55,119.00
ALL JP COURTS	\$41,184.80
<i>TOTAL</i>	<i>\$116,252.20</i>

DOLLAR AMOUNT COLLECTED:

ALL DISTRICT	\$19,048.84
ALL COUNTY COURTS	\$60,497.89
ALL JP COURTS	\$26,564.00
<i>TOTAL</i>	<i>\$106,110.73</i>



County Of Smith

"Striving For Excellence"

Phone: (903) 590-2620

Fax: (903) 590-2626

Pretrial Release & Personal Bond Office
200 East Ferguson, Tyler, Texas 75702

MONTHLY REPORT October 2025

DATE: November 3, 2025

Inmates interviewed	198
PBO bonds submitted	33
PBO bonds approved	26
PBO bonds in review	0
Inmates released/PBO bonds	16
Defendants failed to show for court	1

Bonds Processed:

Misdemeanors	369
Felony	172
Class – C	26
Out of county	31
Bond Fees collected	\$ 3,615.00
Total bonds processed	598

The Smith County Bail Bond Board meeting was on October 15, 2025, all bonding companies were in compliance.

BONDS DISPOSED by the COURT:

Uriel Juarez - DA declined charge 9-23-25.

Julian Carter- Plead 9-30-25 received 18 months' probation and 80 hours of community service. Other charges were dismissed.

Eduardo Rivas - Plead 10-03-25 received 24 months' probation and 100 hours community service.

Keith Lightner- charges were dismissed.

Anjanette Matheney- Plead 10-8-25 received three years' probation and 300 hours of community service.

Brylie Starr- Plead 10-15-25 received two years' probation. She still has one pending charge.

Marcquavian Elam- Plead 10-22-25 received \$750 fine.

Darrius Lewis- Plead 10-23-25 received 2 years' probation.

Derrian Love- Plead 10-24-25 received 45 days Smith County Jail.

Paul Chann- Plead 10-27-25 received 14 months' probation and 80 hours community service \$100 fine. DA declined other charge.

Anthony Bashaw- DA declined charge 10-30-25.

FTA/ BOND VIOL/SOB/ARRESTED:

Joseph Biscoe- Fail to appear warrant was issued 10-3-25, he was arrested on 10-9-25.

Jennifer Sanders - Bond violation warrant was issued 10-6-25, she was arrested 10-26-25.

Megan Smith- Bond violation warrant was issued 10-10-25, she was arrested 10-23-25.

Bruce Biewer- Bond violation warrant was issued 10-27-25, he was arrested 10-31-25.

Staff is currently monitoring 71 defendants on the Pre-Trial Release Program.

Respectfully,

A handwritten signature in black ink, appearing to read "Shane Scott". The signature is fluid and cursive, with the first name "Shane" and last name "Scott" clearly distinguishable.

Shane Scott
Director

Smith County Veterans Service Office

MONTHLY REPORT

October 2025

Office Visits:

Smith County Residents – 167

Out of County Residents – 64

Total - 231

Phone Calls –470

Initial Claims Filed- 25

Pension, DIC & Survivor's Claims Filed- 7

Appeals Filed- 32

Miscellaneous (Burial, DD-214 requests, etc.) - 159

Number of Clients Not Eligible to file claims-6

20

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

Submission Date: 11/03/2025	Submitted by: KAREN NELSON
Meeting Date: 11/18/2025	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: PLAT	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Dennis Addition, Precinct 2; and b. Re-Plat for Wild Estates, Unit II, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

DEVELOPER'S STATEMENT:

I, Bernardo Pineda, do hereby certify that I am the owner of the lots shown hereon and do accept this plan for the subdividing into lots and blocks and do intend to dedicate to the public forever All of the roads, streets, alleys and easements shown hereon (unless otherwise noted hereon).

By: Bernardo Pineda
Bernardo Pineda

Having SUBSCRIBED AND SWORN BEFORE ME, a Notary Public, in and for Smith,
County, Texas ON THIS THE 15th DAY OF October, 2025.

Brian Garner



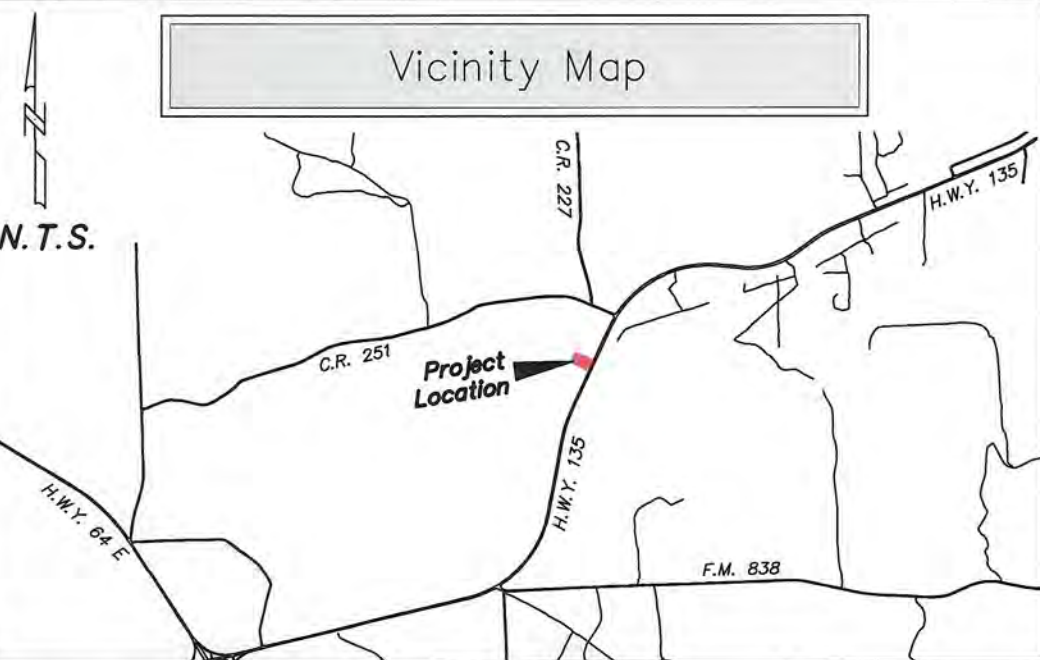
SURVEYOR'S STATEMENT:

I, Steven J. Freeman, II, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6339, do hereby state that this plat was prepared from an actual survey made on the ground under my supervision and direction during the month of June, 2025.



APPROVED BY THE COMMISSIONER'S COURT OF SMITH COUNTY, TEXAS,
ON THIS THE ____ DAY OF _____, 2025.

COUNTY JUDGE - NEAL FRANKLIN



DRAWN BY: CWS APPROVED BY: SJF

DATE: October 13, 2025 PROJ. NO. 25.1762

DWG. NO.: 1 DWG. File: FSM DATA FILES:/DWG/25.1762.dwg

FB 556/51 SCALE: 1" = 40'

Revisions:

GENERAL NOTES:

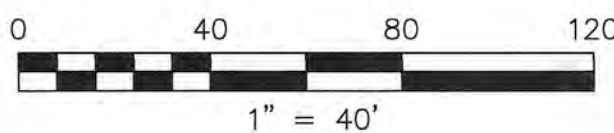
- NOTICE:** Selling a portion of this addition by metes and bounds is a violation of county & city regulations and state law and is subject to fines and withholding of utilities and building permits.
- Flood Plain Statement:** According to FIRM Map Panel No. 48423C0425C, dated September 26, 2008, the subject tract appears to lie within Zone "X", areas determined to be outside the 0.2% annual chance floodplain.
- BASIS OF BEARINGS:** This survey is rotated to the Texas State Plane Coordinate System NAD 83 (2011), Texas North Central Zone (4202), U.S. Survey Feet from the TopNET VRS Network System.
- NOTE:** The Joint Access Easement Shown hereon is to be jointly owned, operated and maintained by Lots 1 and 2.
- NOTICE:** Access to Highway No. 125 shall be in accordance with TxDot Access Management Guidelines. See TxDot Permit No. 11558.
- A title/easement search was not apart of this survey, Schedule "A & B" of a Title commitment was not furnished to the surveyor.

Line Table (Actual)

LINE	BEARING	DISTANCE
L1	S 25°59'40" W	82.17'
L2	S 25°59'40" W	82.17'

Line Table (Call)

LINE	BEARING	DISTANCE
L1+L2	S 26°24'25" W	164.05'



PHYSICAL: 10763 C.R. 127, Ste. D
FLINT, TEXAS 75762

MAILING: P.O. BOX 746
FLINT, TEXAS 75762

VOICE (903) 504-5314
CELL (903) 520-1890

FREEMAN
SURVEYING & MAPPING LLC

T.B.P.E.L.S. FIRM NO. 10194523
www.fsmsurvey.com office@fsmsurvey.com

Appendix 11

Subdivision Name: Dennis AdditionAdjacent Road: Highway 135Developer: Bernard Pinu Phone: 430-435-0902email: bey homes@gmail.com Fax: _____Surveyor: Freeman Surveying Phone: 903-504-5314email: office@fsm surveying Fax: _____Roadway Length: N/A ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)		10-29-25SB	
	Plat Fee	\$25	\$100 10-29-25SB	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter		10-29-25SB	
	Designated Rep. (Huggins) Clearance Letter	See notes below	10-29-25SB	
	Tax Certificate		10-29-25SB	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) – Huggins letter “NOT” required
 Decrease lot(s) – Huggins letter “IS” required



Smith County 911
Communications District
205 Shelley Dr
Tyler, TX 75701
(903) 566-8911

PLAT, SUBDIVISION & STREET NAME REVIEW
10-13-2025
Reviewed By: Kim Wheeler, GIS Coordinator

DENNIS ADDITION- SC 911 Addressing, no conflicts

**Smith County Designated Agent
Texas Commission on Environmental Quality
On-Site Facility Enforcement Program
Permits, Inspections and Complaint Division
3800 Paluxy Dr Suite 230
Tyler, TX. 75703
903-630-4234**

September 15, 2025

**Doug Nicholson
Smith County Road and Bridge
P.O. Box 990
Tyler, TX. 75710**

RE: Dennis Addition

Sir,

As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), Steven J. Freeman, 2nd, agent for Bernardo Pineda, has submitted an application to this office is seeking approval of development planning materials for a new 2 lot Subdivision from a 1.2767 acre tract located at 15474 HWY 135 Arp, Texas 75750 in Smith County, Texas.

This development as currently proposed, meet the minimum size of 0.50 acres for a property served by a Public Water System where OSSF's are required. Notice: Property Owners are required to submit to this office an application for a "Permit to construct" and get approval prior to installing an On-Site Sewage Facility on any of the properties. This installation will require an aerobic system.

I have reviewed the information submitted by Steven J. Freeman, 2nd agent for Bernardo Pineda and their consultant Mrs. Heather McCarty an R.S., and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.

***Robert Stanley*
Robert Stanley
Designated Representative
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 100000069400018000

AD NUMBER: 1991

GF NUMBER:

CERTIFICATE NO : 14812590

COLLECTING AGENCY

Gary B. Barber

Smith County Tax Office

P.O. Box 2011

Tyler TX 75710-2011

REQUESTED BY

FREEMAN SURVEYING & MAPPING LLC

10763 COUNTY ROAD 127 STE D

FLINT TX 75762

DATE : 10/29/2025

FEE : \$10.00

PROPERTY DESCRIPTION

ABST A0694 J MASON TRACT 18 1

.51AC - 0.307AC R/W = 1.203AC

NET

0000000 HWY 135

1.203 ACRES

PROPERTY OWNER

JACOBS DONALD GENE

896 COUNTY ROAD 4108

DAINGERFIELD TX 75638

PAGE 1 OF 1

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	26,183	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	26,183	LIMITED VALUE:	0
EXEMPTIONS:	23.231 Circuit Breaker Limitation		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	ARP I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH CO EMER SERV#2	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 10/2025 :

\$0.00

ISSUED TO :

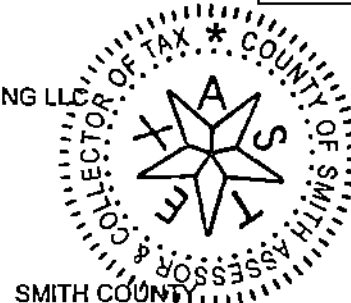
ACCOUNT NUMBER:

FREEMAN SURVEYING & MAPPING LLC

100000069400018000

CERTIFIED BY :

Leland Scott



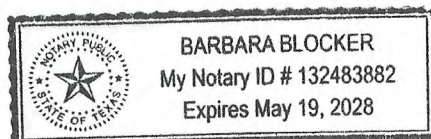
THAT I, NKA PROPERTIES, LLC, AM THE OWNER OF THE PROPERTY SHOWN HEREON AND DO HEREBY CERTIFY THAT WE, THE OWNERS OF THE PROPERTY, DO HEREBY ACCEPT THIS AS ITS PLAN FOR SUBDIVIDING INTO LOTS AS SHOWN AND DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON.

BY: Nicholas Allegretto
NICHOLAS ALLEGRETTO (Authorized Signer for NKA Properties, LLC.)

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS, *1* *1*

THIS 3rd DAY OF November, 2025.

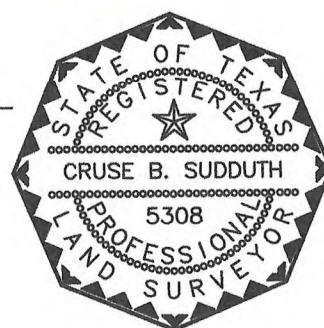
NOTARY PUBLIC



I, CRUSE B. SUDDUTH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5308,
DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED
FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION
ON THE GROUND DURING THE MONTH OF AUGUST, 2025.

GIVEN UNDER MY HAND AND SEAL THIS 3rd DAY OF November, 2025.

Cruse B. Sudduth
CRUSE B. SUDDUTH, R.P.L.S. NO. 5308



APPROVED BY THE COMMISSIONERS COURT, SMITH COUNTY, TEXAS, ON _____

THIS THE _____ DAY OF _____, 2025.

COUNTY JUDGE

PLAT RECORDED IN CABINET_____, SLIDE _____

DATE RECORDED: _____

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THIS ADDITION LIES IN ZONE "X" AS SHOWN ON FIRM PANEL 48423C0470C. EFFECTIVE DATE: 9/25/2008.
3. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.
4. ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED.
5. PLAT IS FOR RECORDING PURPOSE ONLY UNTIL SUCH TIME DEDICATED PROPERTY IS FORMALLY ACCEPTED INTO SMITH COUNTY'S MAINTENANCE INVENTORY BY THE COUNTY'S COMMISSIONER COURT.

Jack Howard Roach
Residue of
Called 116.11 Acres
Volume 1476 Page 461

LOT 1A

Wild Estates, Unit II
Cabinet G, Slide 104-A

70.00'
8°10'41"E

2.375 cr

LOT 1

LOT 2

Wild Estates
— Cabinet F, Slide 353-C

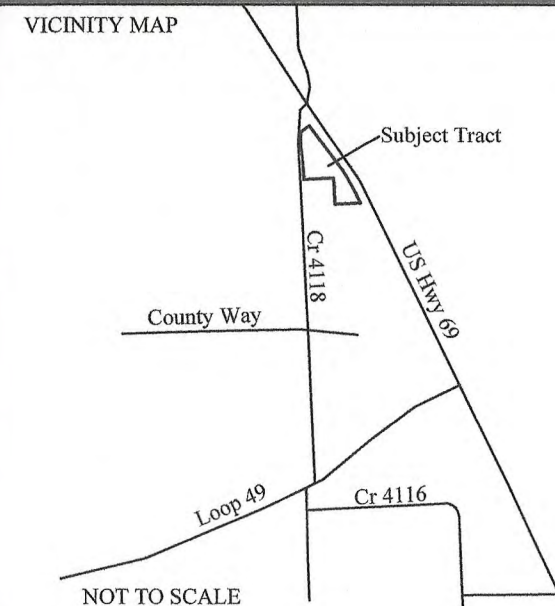
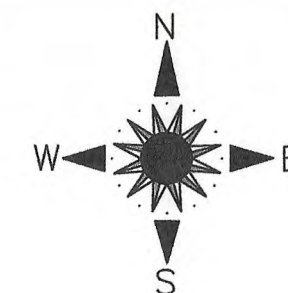
LOT 3

LOT 4

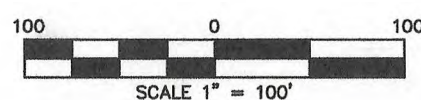
LOT 2

Wild Estates, Unit II
Cabinet G, Slide 17-B

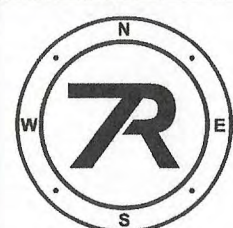
[REDACTED] bina DeStefano
 Residue of
 Called 107 Acres
 Volume 1701 Page 191



DRAFT



AMENDING REPLAT LOT 1B
WILD ESTATES - UNIT II
J. HAZELL SURVEY, A-467
SMITH COUNTY, TEXAS



7 RANGE SURVEYING

401 E. Front St. Suite 231 Tyler, Tx 75702
Office - (903) 630-2606
TBPELS Firm No. 10194919

1/2" Iron Rod Set
 1/2" Iron Rod Found
 4" Concrete Monument



Subdivision Name: Wild Estates Unit II
 Adjacent Road: HWY 69 / Cr 4118
 Developer: Nicholas Allegretti Phone: 903-920-3868
 email: nicholasallegretti@yahoo.co Fax: N/A
 Surveyor: T Range Surveyor Phone: 903-754-7232
 email: bbbsurvey@Tsurvey.co Fax: _____
 Roadway Length: _____ ft. (centerline)

Item	Date and Initial when received		
	Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	
	Preliminary Plat Approved	Not Required	
	Final Plat (mylar & 3 prints)	<u>11-3-25 S.B.</u> ✓	
	Plat Fee	<u>\$25</u> <u>11-3-25 S.B.</u>	\$100
	Construction Bond (\$20 /ft.)	Not Required	Not Required
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required
	911 Clearance Letter	<u>11-3-25 S.B.</u>	
	Designated Rep. (Pledger) Clearance Letter	See notes below	
	Tax Certificate	<u>11-3-25 S.B.</u>	
	Plans and Specifications (2 copies)	Not Required	Not Required
	TCEQ Permit for Dam (if lake or pond present)	✓	
	Flood Plain Development Permit & Fee (if required)	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required
	County Rd Number	Not Required	Not Required

Notes: Increase lot(s) – Pledger letter “NOT” required
 Decrease lot(s) – Pledger letter “IS” required



Smith County 911
Communications District
205 Shelley Dr
Tyler, TX 75701
(903) 566-8911

PLAT, SUBDIVISION & STREET NAME REVIEW
11-03-2025
Reviewed By: Kim Wheeler, GIS Coordinator

Wild Estates UII- SC 911 Addressing, no conflicts

**Smith County Designated Agent
Texas Commission on Environmental Quality
On-Site Facility Enforcement Program
Permits, Inspections and Complaint Division
3800 Paluxy Dr Suite 230
Tyler, TX.75703
903-630-4234**

September 3, 2025

**Doug Nicholson
Smith County Road and Bridge
P.O. Box 990
Tyler, TX. 75710**

**RE: Wild Estates Re-plat of Lot 1B
Sir,**

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), Nicholas Allegretto with NKA Properties LLC has submitted an application to this office and is seeking approval of development planning materials for a re-plat of Lot 1B to Lot 1C and Lot 1D from a 4.373 acre tract located at 19915 HWY 69N Lindale, Texas 75771 in Smith County, Texas.

This development as currently proposed, meet the minimum size of 0.50 acres for a property served by a Public Water System where OSSF's are required. Notice: Property Owners are required to submit to this office an application for a "Permit to construct" and get approval prior to installing an On-Site Sewage Facility on any of the properties.

I have reviewed the information submitted by Nicholas Allegretto with NKA Properties LLC and his consultant Mr. Issac Ridgle an R.S. , and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.

***Robert Stanley*
Robert Stanley
Designated Representative
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 187470000002001020

AD NUMBER: 231401

GF NUMBER:

CERTIFICATE NO: 14815111

COLLECTING AGENCY

Gary B. Barbar
Smith County Tax Office
P.O. Box 2011
Tyler TX 75710-2011

REQUESTED BY

7 Range Surveying

20495 C R 4114
Lindale TX 75771

DATE : 11/3/2025

FEE : \$10.00

PROPERTY DESCRIPTION

WILD ESTATES U-2 LOT 1B 2025
REPLAT REPLAT FILED FEB 2025 T
O WORK

0019915 HWY 69
4.373 ACRES

PROPERTY OWNER

NKA PROPERTIES LLC

13280 COUNTY ROAD 472
LINDALE TX 75771

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

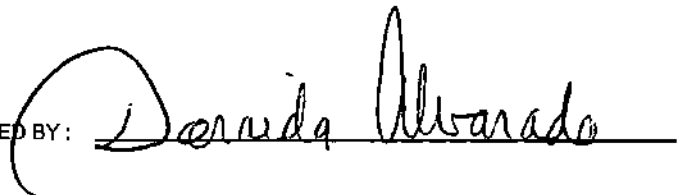
CURRENT VALUES			
LAND MKT VALUE:	56,408	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	56,408	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	LINDALE I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH COUNTY EMERG SERV #1	0.00	0.00	0.00	0.00	0.00	0.00
2025	TYLER JR COLLEGE	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 11/2025 : \$0.00

ISSUED TO : 7 Range Surveying
ACCOUNT NUMBER: 187470000002001020

CERTIFIED BY:



SMITH COUNTY



21

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

Submission Date: 11/03/2025	Submitted by: KAREN NELSON
Meeting Date: 11/18/2025	Department: ROAD & BRIDGE
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Utility Permits	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 463, Oncor Electric, LLC, upgrade utility poles and lines, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
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 Monday at 12:00pm 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: Earnest Nelson Date: 9/26/2025
Company Name (if different): Oncor Electric LLC Phone: 945/201-1017
Address: 1616 Woodall Rodgers Fwy Fax: _____
Dallas, TX Zip: 75202
24/7 Contact Name: Tyler Veron Phone: 903-647-2834
Contractor: Ferreira Power South Phone: 903-647-2834
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric LLC Phone: 945/201-1017
3. Franchise Contact: Earnest Nelson Phone: 614/893-7320
4. Location (if applicable, length of installation in feet): Wood Springs Rd (CR 463)
Upgrading of Oncor utility lines by way of replacing, removing and installing utility poles.
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: Traffic Plan Attached

7. Proposed start date: 10/17/2025 Completion date: 3/17/2026

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.

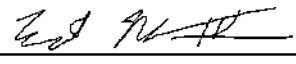
Specific instructions and conditions are as follows:

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.)

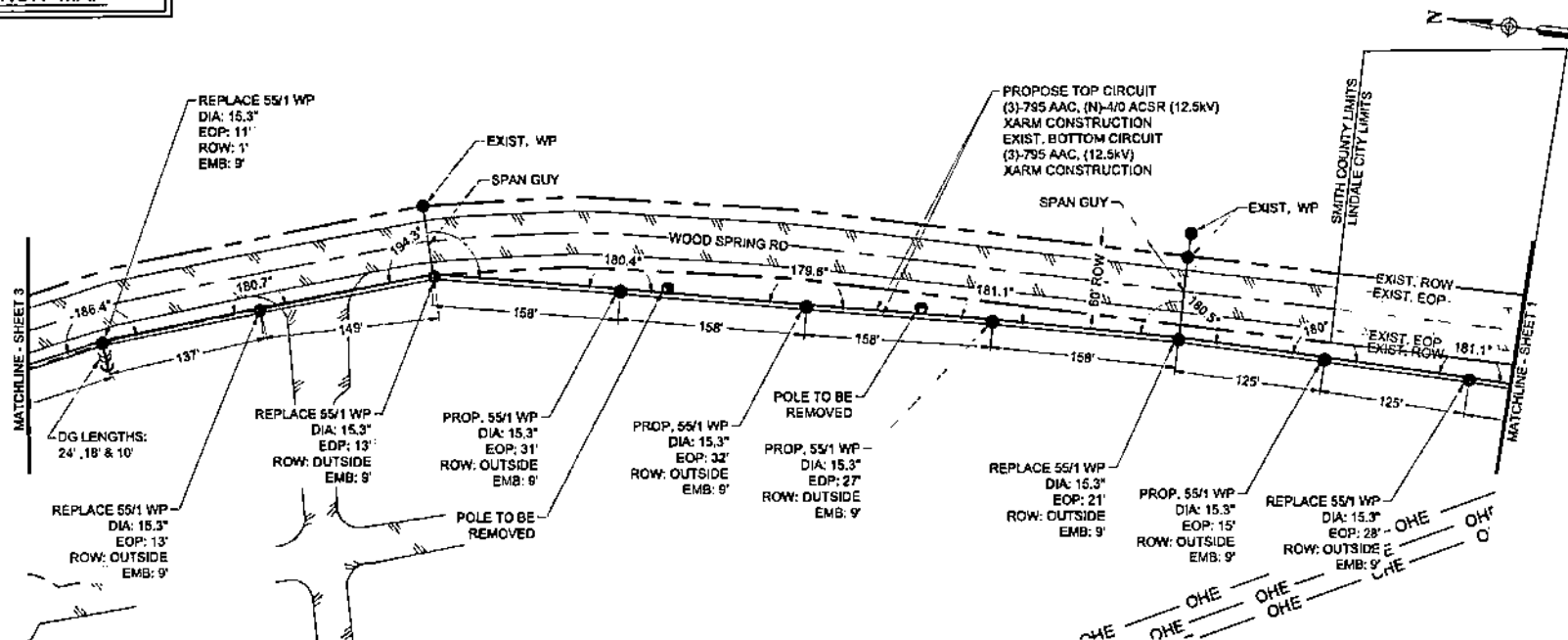
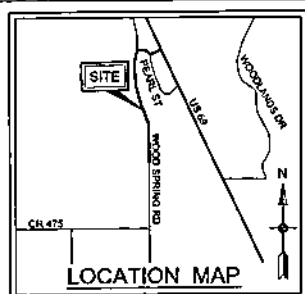
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between 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:  Date: 9/26/2025

Approved: 
Smith County Road Administrator/Engineer



PLAN

LEGEND

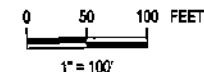
- FACILITIES TO BE REMOVED
 ● FACILITIES TO BE REPLACED
 ● FACILITIES TO BE INSTALLED
 ● EXISTING FACILITIES
 ← DOWN GUY
 --- RIGHT-OF-WAY
 --- PROPOSED UG ELECTRIC

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.

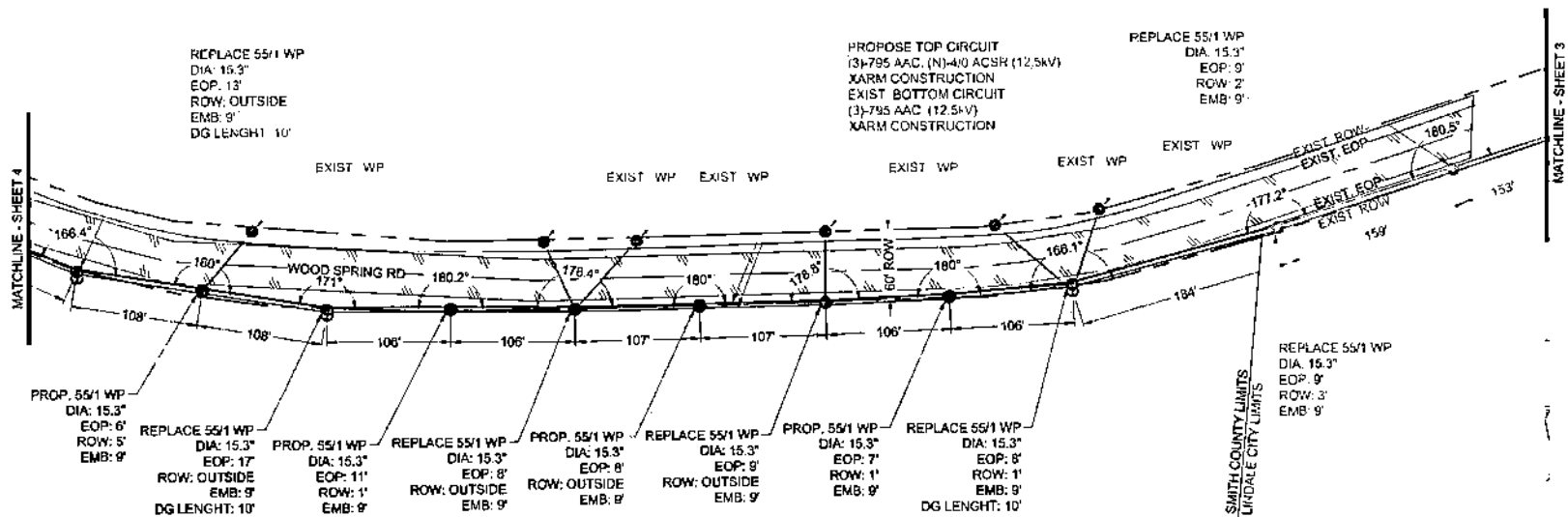
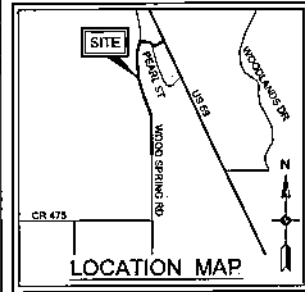
NOTES:

- NOTES:
1. MIN. 22' MID-SPAN VERTICAL CLEARANCE WILL BE MAINTAINED AT ALL TIMES.

THE INTENT OF THIS EXHIBIT IS TO PICTORIALLY SHOW THE APPROXIMATE LOCATION OF THE PROPOSED INSTALLATION. IT IS NOT INTENDED AS AN ACTUAL SURVEY. CALLS SHOWN ARE REFERENCES ONLY. NO STATEMENT IS MADE TO THE VALIDITY OF THESE CALLS.

[illegible]

per_jurilla C:\pwworking\ncor\pwworking\proj\20333457\WOOD SPRING RD - LINDALE SUB PH1.dwg WO 20333457 Smith County (3)



LEGEND

- FACILITIES TO BE REMOVED
- FACILITIES TO BE REPLACED
- FACILITIES TO BE INSTALLED
- EXISTING FACILITIES
- DOWN GUY
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CAUTION
WATER, COMMS, SEWER,
& GAS LINES IN AREA



0 50 100 FEET

1" = 100'

CD



DATE	BY	CHK	APP	REV	APP

DATE	BY	CHK	APP	REV	APP

DATE	BY	CHK	APP	REV	APP

DATE	BY	CHK	APP	REV	APP

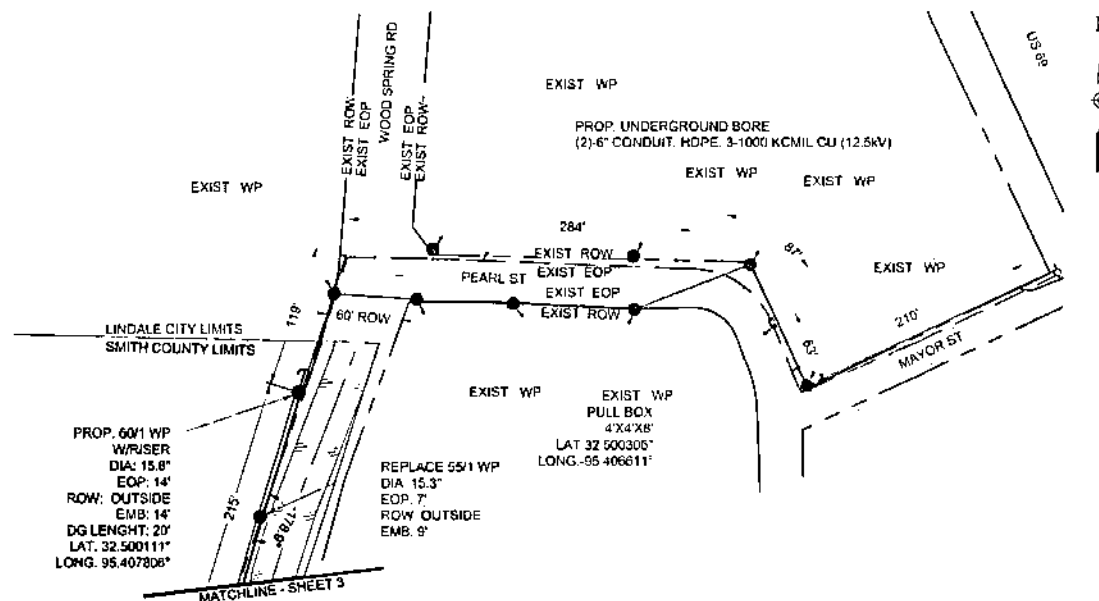
DATE	BY	CHK	APP	REV	APP

DATE	BY	CHK	APP	REV	APP

DATE	BY	CHK	APP	REV	APP

DATE	BY	CHK	APP	REV	APP

ONCOR WORK 20333457
POWER # 020607
SHEET NO 3 OF 4



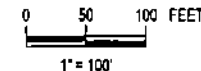
LEGEND

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 ● FACILITIES TO BE REPLACED
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[illegible]

22

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Weekly	Department: Auditor
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ 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 ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☒ No ☐	
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, TEXAS

PURCHASE ORDER

PURCHASE
ORDER
NUMBER

142283

This number must appear on all
correspondence, invoices and
shipments relative to this order:Please remit invoices to
purchasing@smith-county.comPage 1 of 1
PO Date 01/21/2025

VENDOR: 019635

SHELTER PLANNERS OF AMERICA
3200 W MARKET ST STE 205
FAIRLAWN OH 44333

SHIP TO: 019043

SMITH COUNTY ANIMAL CONTROL
322 E FERGUSON
TYLER TX 75702

DELIVERED BY	SHIP VIA	F.O.B.	FREIGHT	Cancel Date
TERMS	TAX	CONFIRM TO	PHONE	EXT
	EXEMPT			

LINE#	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TAX	AMOUNT
01	1.00		Needs Assessment Study 45.409.4600.619 Animal Shelter Consulting Evaluation of the existing facility and operations. Establishing a benchmark of current conditions and providing direction for the future. Professional Fees Court Approved 1/21/25 Animal Control will forward PO to vendor 1-23-25 \$6,500 2-20-25 \$3,000 balance 10.29.25 \$6,500 10.30.25 6,500 FINAL PAYMENT RECEIVED	16,000.00	N	16,000.00
REQUISITION		DATE	DEPT.	REQUESTED BY		SUBTOTAL
		01/21/2025	000409	AMBER GREENE		16,000.00
PROJECT/GRANT		REFER	DELIVER TO	COOP	CONTR#	SALES TAX
		45.409	ANIMAL CONTROL			EXEMPT
						TOTAL
						16,000.00

By accepting a Purchase Order from Smith County
Seller certifies and agrees to Smith County
Standard Purchase Terms and Conditions.
Standard Purchase Terms and Conditions can
be found on the Smith County website at
<https://www.smith-county.com/government/departments/purchasing>

APPROVED BY: Amber Niles

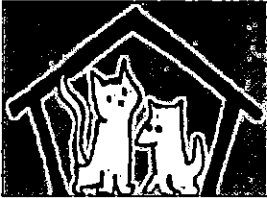
Connie Goodman-Keasler

From: Jaye Latch
Sent: Friday, October 3, 2025 11:00 AM
To: Connie Goodman-Keasler
Subject: FW: 142283 Shelter Planners of America
Attachments: 20251003084546.pdf

Please roll this PO per Judge.
Thanks!

From: Connie Goodman-Keasler <CGoodman-Keasler@smith-county.com>
Sent: Friday, October 3, 2025 8:51 AM
To: Jaye Latch <JLatch@smith-county.com>
Subject: 142283 Shelter Planners of America

This one we have paid \$9,500 on it. There is \$6,500 balance.



"Shelter Planners of America"

®

Shelter Planners of America

FMD Architects dba Shelter Planners of America
3200 W. Market Street, Suite 205
Fairlawn, OH 44333, United States
Tel: 330-836-2343
staci@spocausa.com

1000 Texan Trail, STE 260
Grapevine, TX 76051
Tel: 817-265-8522
shelterplannersofamerica.com

INVOICE

INVOICE DATE: 6/15/2025
INVOICE NO: 1416S-3
BILLING THROUGH: 6/15/2025

Amber Greene
Smith County Animal Control and Shelter
322 E Ferguson
Tyler, TX 75702

1416S - Smith County Animal Control and Shelter - 1416S - Smith County Animal Control and Shelter

Managed By: Michael Barnard

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
1416S - Smith County Animal Control and Shelter - Needs Assessment Study	\$13,000.00	100.00	\$13,000.00	\$6,500.00	\$6,500.00
1416S - Smith County Animal Control and Shelter - Needs Assessment Trip	\$3,000.00	100.00	\$3,000.00	\$3,000.00	\$0.00
TOTAL	\$16,000.00		\$16,000.00	\$9,500.00	\$6,500.00

SMITH CO. PURCHASING
OCT 30 '25 AM 10:05

SUBTOTAL \$6,500.00

AMOUNT DUE THIS INVOICE \$6,500.00

This invoice is due on 7/15/2025

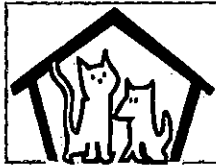
ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$16,000.00	\$9,500.00	\$6,500.00

Please mail payments to our office: 3200 W. Market Street, Suite 205 Fairlawn, OH 44333

Please remit payment within 30 days.

Thank you!



"Shelter Planners of America"

®

A Division of FMD Architects

January 13, 2025

Amber Greene
Supervisor/ Department Head
Smith County Animal Control and Shelter
322 E. Ferguson
Tyler, TX 75702

Re: Proposal for Animal Shelter Consulting

Dear Amber:

Shelter Planners of America, hereinafter referred to as "SPA", appreciates your interest in our services and is pleased to provide the following proposal for your consideration.

GENERAL INFORMATION

1. Smith County Animal Control (SCAC), hereinafter referred to as the "Client", is considering building a new animal shelter. The existing animal shelter is located at 322 E. Ferguson, Tyler, TX 75702.
2. The current shelter is County operated and serves Smith County with a human population of approximately 243,000 for 2024 and receives approximately 1,200 -1500 animals per year.

PROPOSED SERVICES

STEP 1: NEEDS ASSESSMENT STUDY

This Study is designed to provide you with the answers and facts you need when considering your future facility. Development of the Needs Assessment Study is the first step to your future and evaluates the existing facility and operations, thus establishing a benchmark of current conditions and providing direction for the future.

Shelter Planners of America will travel to your location and spend a day and a half at your existing facility, reviewing your present facilities and operations and interviewing your staff and key decision makers. We will use our questionnaire that covers over one hundred items of statistics, information, and preferences to fully understand your organization.

The Needs Assessment Study will be in a concise, easy to read format of approximately 30-40 pages, based on our 30 years of experience with hundreds of shelter facilities. This Study will cover the following:

1. A review of the existing facilities stating attributes and deficiencies. The study will recommend modifications that should be considered if it was renovated and expanded or built new.
2. The demographics of people and animal levels both current and projected, and a recommendation of animal housing capacity.
3. Provide a Building Space Program with recommendations for the size building deemed necessary for administrative area, Animal Housing areas both indoors and outdoors, Medical Clinic area and Support areas. The Study will list each room and size needed in net SF and the total gross SF to

Page 1 of 5

1000 Texan Trail Suite 260, Grapevine, TX 76051 & 3200 W. Market St, Suite 205 Fairlawn, OH 44333

Phone (817) 265-8522 www.shelterplannersofamerica.com

FMD Architects, Inc. dba Shelter Planners of America

include wall thickness and corridors.

4. The Study will provide recommendations for a new site in terms of location in service area, visibility, access, suitability, parking, and site size.
5. "Best practice" recommendations for equipment, materials, finishes, HVAC systems, plumbing and drainage systems in the new Shelter.
6. A discussion of the Shelter staff size, current and future.
7. A discussion of the Shelter operating budget, current and future.
8. An Opinion of Probable Cost for construction of the new shelter based on our real-world experience with completed animal shelters. The estimate will include site work, soft costs and proposed contingencies.

The Needs Assessment Study is the deliverable for Step 1 and will be provided electronically in pdf format. Once the Client has received and reviewed the Needs Assessment Study, we will review it with you virtually and make mutually agreeable revisions one time.

STEP 2: CONCEPTUAL DESIGN

Once authorized in writing, we will proceed with Step 2 - Conceptual Design. Our approach is to achieve a building that is enjoyable for the public to visit, pleasant to work in, easy to maintain, and healthy for the animals.

Based on the approved Needs Assessment Study, an initial Preliminary Floor Plan for the Shelter will be developed. This will be a drawing showing the size and layout of the proposed building and all the room locations and drawn in Revit that is to scale, and showing layout details such as dog runs, cages, equipment, walls, windows, doors, floor slopes and drains, plumbing fixtures, cabinets, etc. A Basic Site Plan Concept will also be prepared showing the building, public parking, staff parking and drives. SPA will present the initial Floor Plan and Site Plan virtually.

Following approval of the initial Floor Plan, including any adjustments, we will develop the Preliminary Floor Plan, in addition, we will prepare the final Preliminary Site Plan drawn in Revit for the selected site SPA will present the Preliminary Floor Plan and Site Plan virtually. In addition, an updated Opinion of Probable Cost for construction will be provided based on the final size of the project. The Site Plan and Floor Plan will be provided electronically in pdf format and are the deliverables for Step 2.

ADDITIONAL SERVICES:

1. Any services not identified above including additional meetings.
2. Revisions to documents necessitated by a change in previous instructions or approvals.
3. Preparing site plan layouts for any additional sites.
4. Step 3 services - Complete architectural and engineering Construction Documents and Construction Phase services as outlined in our Statement of Qualifications.
5. Detailed site design or civil engineering including drainage studies, platting, zoning changes and similar services.
6. Coloring the Floor Plan, Site Plan, or preparation of 3D color renderings for fundraising purposes.
7. Using our 3D Camera system to scan the existing building in order to obtain an accurate Floor Plan of the existing building if one is not provided and one is needed.

PROVIDED BY CLIENT:

1000 Texan Trail Suite 260, Grapevine, TX 76051 & 3200 W. Market St, Suite 205 Fairlawn, OH 44333

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1. Provide certain information regarding animal intake, human population, existing animal housing, existing staffing, operating cost, etc., prior to first meeting.
2. Assemble the key staff and appropriate leaders with authority that have knowledge of the existing shelter operation to attend the Needs Assessment meeting, which will require approximately 6 to 8 hours, to provide detailed information about the existing shelter, its operation and the desire for a shelter. We will send a letter prior to the day of the Needs Assessment meeting with a list of information needed prior to the meeting.
3. Provide a quiet conference room with a projector and screen for the meeting.
4. Site Plan and Floor Plan drawings of the existing shelter facilities.
5. Survey of the proposed new site accurately showing the property lines, easements, and the size and location of existing site features including general topography.

COMPENSATION

1. The fees for the proposed services are:

Step 1- Needs Assessment Study: Our fee will be a lump sum of Thirteen Thousand Dollars (\$13,000) plus travel reimbursement expense. Fifty percent (50%) of this fee will be invoiced once this agreement is signed. The balance of the fee will be invoiced when the Needs Assessment Study is provided to the Client.

SPA will invoice the Client a flat amount of \$3,000.00 for the trip for the Needs Assessment Study visit for two people, which will cover airfare, hotel, rent car, airport parking, mileage to airport, travel time and any other related travel expenses.

Step 2- Conceptual Design:

Option A: New Construction

Our fee will be a lump sum of Twenty-Two Thousand Dollars (\$22,000). Twenty-five percent (25%) of this fee will be invoiced at the start of Step 2, an additional 65% will be invoiced when the initial Floor Plan and Site Plan is provided, and the balance of this fee will be invoiced when the final Floor Plan and Site Plan is provided to the Client.

2. If any additional deliverables beyond what is described in this agreement are requested and they involve physical printing or plotting, or courier services, or similar expenses these will be reimbursable expenses and will be invoiced to the Client at the same amounts as they are billed to SPA.
3. Please note that if it is determined a shelter larger than 15,000 SF is needed or desired, the fee for the Conceptual Design will need to be increased at a rate of \$1.00 per SF.
4. Payment should be made within 30 days of receipt of the invoice.
5. Hourly rates as of January 1, 2024, are indicated below, these rates are valid for the 2025 year and may be adjusted on an annual basis. If adjustments are made during this agreement period, the client shall be notified in writing:

Principal	225
Associate Principal / Director	185
Project Architect	170

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Project Manager / Job Captain	150
Senior Designer	150
Modeling / Drafting	105
Support Staff	95
Admin	80

PROPOSED SCHEDULE:

The schedule would generally be as follows:

STEP 1- Needs Assessment Study

1. Notice to Proceed will be the receipt of the signed agreement: To be Determined
2. SPA will immediately send a letter requesting certain information prior to the Needs Assessment meeting.
3. Initial meeting for Needs Assessment and tour of existing Shelter: 2 Weeks after we receive the requested information.
4. Provide draft version of Needs Assessment: 6 - 8 Weeks.
5. Owner review and comment on draft version: 1 Week.
6. Provide final Needs Assessment: 1 Week.

STEP 2- Conceptual Design

7. Notice to Proceed with Step 2 will be the receipt of written authorization.
8. Meeting to present initial Conceptual Design of Floor Plan and Site Plan: 6 - 8 Weeks.
9. Modify Conceptual Design of Floor Plan and Site Plan: 2 Weeks.
10. Owner review and comment on Conceptual Design of Floor Plan and Site Plan: 1 Week.
11. Provide final Conceptual Design of Floor Plan and Site Plan: 2 Weeks.

Please note the exact schedule is subject to several variables.

Please provide in the space below the name and contact information of the person(s) to whom we should email our invoices:

Name: _____
 Title: _____
 Physical address: _____
 Email address: _____
 Phone No. _____

Shelter Planners of America is pleased to provide this proposal for your consideration. Please contact me on my cell phone at (817) 881-1510 if you have any questions. If this proposal is acceptable, please sign below and return one copy to SPA.

Sincerely,



Michael Barnard, AIA, ACO
Principal
Shelter Planners of America

Accepted by

Signature

Name and Title

Date

L: P1846 SPA Proposal for Smith County TX 1-13-25

Amber Niles

From: Judge Neal Franklin
Sent: Friday, January 17, 2025 8:23 AM
To: Jaye Latch; Thomas Wilson
Cc: Amber Greene; Amber Niles; Jennafer Bell
Subject: RE: Form Submission - Initial Questions for Perspective Clients

Thomas,

We would like to take a needs assessment study for our animal control & shelter to court. The cost is \$16,000. There is \$200,000 appropriated in Fund 45 for professional fees but we need court approval. Ann states below there is no transfer needed, only court approval of the project. Could you please work on the wording for the request so we can get this on for Tuesday?

Thanks!

Neal Franklin

Smith County Judge

From: Ann Wilson <awilson@smith-county.com>
Sent: Thursday, January 16, 2025 3:38 PM
To: Jaye Latch <JLatch@smith-county.com>; Judge Neal Franklin <NFranklin@smith-county.com>
Cc: Amber Greene <AGreene@smith-county.com>; Amber Niles <ANiles@smith-county.com>
Subject: RE: Form Submission - Initial Questions for Perspective Clients

No transfer is necessary if the court approves the use of these funds for this purpose. The project has not been approved yet.

Ann W. Wilson, CPA
Smith County Auditor
200 E. Ferguson, Ste. 407
Tyler, Texas 75702
(903) 590-4705
(903) 590-4716 fax

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From: Jaye Latch <JLatch@smith-county.com>
Sent: Thursday, January 16, 2025 3:27 PM
To: Ann Wilson <awilson@smith-county.com>; Judge Neal Franklin <NFranklin@smith-county.com>
Cc: Amber Greene <AGreene@smith-county.com>; Amber Niles <ANiles@smith-county.com>
Subject: RE: Form Submission - Initial Questions for Perspective Clients

Do we do this through a transfer request during the bill pay agenda item?

From: Ann Wilson <awilson@smith-county.com>
Sent: Thursday, January 16, 2025 2:25 PM
To: Judge Neal Franklin <NFranklin@smith-county.com>; Jaye Latch <JLatch@smith-county.com>
Cc: Amber Greene <AGreene@smith-county.com>; Amber Niles <ANiles@smith-county.com>
Subject: RE: Form Submission - Initial Questions for Perspective Clients

There is \$200,000 appropriated in Fund 45 for professional fees but it not tagged for any particular use. I believe this needs to be a court decision.

Ann W. Wilson, CPA
Smith County Auditor
200 E. Ferguson, Ste. 407
Tyler, Texas 75702
(903) 590-4705
(903) 590-4716 fax

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From: Judge Neal Franklin <NFranklin@smith-county.com>
Sent: Thursday, January 16, 2025 11:24 AM
To: Jaye Latch <JLatch@smith-county.com>; Ann Wilson <awilson@smith-county.com>
Cc: Amber Greene <AGreene@smith-county.com>; Amber Niles <ANiles@smith-county.com>
Subject: RE: Form Submission - Initial Questions for Perspective Clients

I was thinking that this was study would fall under the \$200,000 we approved in the CIP for planning. Is that not correct?

From: Jaye Latch <JLatch@smith-county.com>
Sent: Thursday, January 16, 2025 11:21 AM
To: Ann Wilson <awilson@smith-county.com>; Judge Neal Franklin <NFranklin@smith-county.com>
Cc: Amber Greene <AGreene@smith-county.com>; Amber Niles <ANiles@smith-county.com>
Subject: FW: Form Submission - Initial Questions for Perspective Clients

Ann & Judge,
Amber Greene is requesting a purchase order for the needs assessment study for the animal shelter. The amount is \$16,000 and she does not have the funds in her budget. Can we use ARPA interest money for this? If so, what is that account number?
Thanks!



Jaye Latch, CPPO, CPPB, NIGP-CPP
Purchasing Director
Smith County
903-590-4721

From: Amber Greene <AGreene@smith-county.com>
Sent: Tuesday, January 14, 2025 2:54 PM
To: Judge Neal Franklin <NFranklin@smith-county.com>; Jaye Latch <JLatch@smith-county.com>
Cc: Thomas Wilson <TWilson@smith-county.com>
Subject: FW: Form Submission - Initial Questions for Perspective Clients

Shelter Planners finally sent me the REVISED proposal. You will find it attached in detail and the following statement is the reason I would like to go with Shelter Planners of America.

Shelter Planners of America is known nationwide as the most experienced and skilled animal shelter consulting service you can obtain. The Nation's Leading Animal Shelter Specialist for Needs Assessment Studies, Conceptual Design and Full Architectural and Engineering Services. Their firm has been doing shelter planning for over 30 years and have worked with over 750 animal shelter groups. The founder trained as an architect, worked in architectural offices for 6 years, then was then in charge of all animal shelter design consulting nation-wide for the Humane Society of the United States for 11 years. He also operated four different animal shelters, both non-profit humane societies and government run animal control, for a total of 11 years as Executive Director or President. This real-world experience has helped them understand animal shelter design from the inside.

From: Tracy Cantrell (SPOA) <tracy@spousa.com>
Sent: Tuesday, January 14, 2025 2:34 PM
To: Mike Barnard (SPOA) <mike@spousa.com>; Amber Greene <AGreene@smith-county.com>
Cc: Mark Moore (SPOA) <mark@spousa.com>; Kaitlyn Boullion (SPOA) <kaitlyn@spousa.com>
Subject: RE: Form Submission - Initial Questions for Perspective Clients

***** This is an email from an EXTERNAL source. 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. *****

Amber,

Please find attached an updated proposal for the first two steps of your project. This proposal is based off of the updated information you provided via email and our phone conversation yesterday. If you see any changes you need made to this proposal, please feel free to call or email me at any time.

Again, thank you so much and good luck,

Tracy Cantrell
Director of Sales

Equipment Specialist

Shelter Planners of America

(C) 970-590-5642 | (E) tracy@spousa.com

www.shelterplannersofamerica.com

From: Mike Barnard (SPOA) <mike@spousa.com>

Sent: Tuesday, January 14, 2025 1:57 PM

To: agreene@smith-county.com

Cc: Tracy Cantrell (SPOA) <tracy@spousa.com>; Mark Moore (SPOA) <mark@spousa.com>; Kaitlyn Boullion (SPOA) <kaitlyn@spousa.com>

Subject: RE: Form Submission - Initial Questions for Perspective Clients

Amber:

Please disregard the proposal I sent. Tracy let me know you spoke, and we will get the proposal changed to fit your situation in 2025.

Sincerely,

Michael Barnard

Principal



O: 817.265.8522 | C: 817.881.1510

1000 Texan Trail | Suite 260 | Grapevine | TX | 76051

**Creating Great Buildings and Lasting Relationships
for Stronger Human-Animal Bonds**

Join us at: [facebook](https://www.facebook.com/shelterplannersofamerica) | [LinkedIn](https://www.linkedin.com/company/shelterplannersofamerica)

From: Mike Barnard (SPOA)

Sent: Monday, January 13, 2025 3:31 PM

To: agreene@smith-county.com

Cc: Tracy Cantrell (SPOA) <tracy@spousa.com>; Mark Moore (SPOA) <mark@spousa.com>; Kaitlyn Boullion (SPOA) <kaitlyn@spousa.com>

Subject: RE: Form Submission - Initial Questions for Perspective Clients

Amber:

It was good to speak with you last week.

Please find attached the revised proposal as requested.

Let us know if you have any questions.

Do we need to attend the County Commissioners meeting to answer questions?

We are currently working with several government Clients in Texas. Fort Bend County, Aransas County, Nueces County, City of McAllen, City of Plainview.

It seems government entities in Texas are starting to consider animal welfare more important than in the past.

Sincerely,

Michael Barnard

Principal



O: 817.265.8522 | C: 817.881.1510

1000 Texan Trail | Suite 260 | Grapevine | TX | 76051

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From: Mike Barnard (SPOA)

Sent: Thursday, December 19, 2024 3:21 PM

To: agreene@smith-county.com

Cc: Tracy Cantrell (SPOA) <tracy@spousa.com>

Subject: RE: Form Submission - Initial Questions for Perspective Clients

Amber:

Good to hear from you.

Has your situation changed?

Do you want to talk on the phone?

Sincerely,

Michael Barnard

Principal



O: 817.265.8522 | C: 817.881.1510

1000 Texan Trail | Suite 260 | Grapevine | TX | 76051

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for Stronger Human-Animal Bonds**

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From: Squarespace <form-submission@squarespace.info>

Sent: Thursday, December 19, 2024 3:14 PM

To: Mike Barnard (SPOA) <mike@spousa.com>

Cc: Tracy Cantrell (SPOA) <tracy@spousa.com>

Subject: Form Submission - Initial Questions for Perspective Clients

1. **Introduction**

2. **Background**

3. **Methodology**

4. **Results**

5. **Discussion**

6. **Conclusion**

7. **References**

8. **Appendix**

9. **Notes**

10. **References**

11. **Appendix**

12. **Notes**

13. **References**

14. **Appendix**

15. **Notes**

16. **References**

17. **Appendix**

18. **Notes**

19. **References**

20. **Appendix**

21. **Notes**

22. **References**

23. **Appendix**

24. **Notes**

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99. **Notes**

100. **References**

Date: December 19, 2024

Name: Amber Greene

Name of Organization: Smith County Animal Control and Shelter

Title: Department Head / Supervisor

Phone: (903) 266-4303

Email: agreene@smith-county.com

Physical Address of Organization: 322 E. Ferguson, Tyler, Texas 75702, United States

Physical Address of Existing Shelter if Different from Above:

How did you hear about us?: I inquired in 2022

Do you presently operate a shelter?: Yes

What is the Square Foot Size of your Existing Shelter?: Roughly 4100

Do you want a new shelter or a remodel/expansion?: New Shelter

If you want a new shelter, has a new site been selected?: No

If yes, please provide the address:

What Area do you Serve?: Smith County Texas

What is the people population of the area you serve?: 243,423

Are there other animal shelters that serve the same population in your area?: Yes

If yes, please explain: The shelters in this area are 501c3 and do not take in our animals

How many dogs do you receive per year?: 1200-1500

How many cats?: 0

Any other animal Species? If so, what kind and about how many?: 0

How many dog runs or cages does the present shelter have?: 117

How many cat cages does the present shelter have?: 0

How many cages for other animal species does the present shelter have?: 0

How many dogs do you usually house at one time?: Roughly 70

How many cats do you usually house at one time?: 0

How many animals other than dogs and cats do you usually house at one time?: 0

How many full time employees do you currently have?: 10

How many part time employees do you currently have?: 0

How many volunteers do you currently have on your volunteer list?: 10

How many volunteer hours are worked per week?: 20

What is your annual operating budget?: \$832,029

How large of a shelter do you think you need?: 8,000 - 10,000 sqft

What do you think your project will cost?: N/A

Has funding been acquired for the project?: Still in process

Manage Submissions

Does this submission look like spam? [Report it here.](#)

**OFFICE OF
SMITH COUNTY TREASURER
200 EAST FERGUSON, SUITE 402
TYLER, TEXAS 75702
TELEPHONE 903-590-4731
FAX 903-590-4733**

November 12, 2025

**Southside Bank
100 S. Beckham
Tyler, TX. 75701**

**Attention: Wire Department
Re: Insurance Wire**

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith County Insurance Fund [REDACTED] to The Health Plan for Monthly Administrative Fees November 2025. The wire amount today is \$ 89,894.17.

The wire instructions are below:

**United Bank
21 12th Street
Wheeling, WV 26003**

**Account Name: THP Insurance Company
fbo Smith County Health Plan**

**1110 Main Street
Wheeling, WV 26003**

Thank you for your help in this matter.

Sincerely,



**Atonia Rawlings, CCT-CIO
Smith County Treasurer**



**Karin Smith,
Smith County Auditor**

COMPLETED
[Handwritten initials]



Group Name: SMITH COUNTY TX
Coverage Period: 11/01/2025 to 11/30/2025
Run Date: 10/10/2025

Page Number: 1

Group Summary - Total Page

GROUP NUMBER	SECOND NET ACC FEE	NETWORK ACCESS FEE	TPA ADMIN FEE	AGGREGATE STOP LOSS PREMIUM	CLINICAL SERVICE FEE	IDR FEE	NSA ADMIN FEE	TRANS PLANT FEE	GENE THERAPY FEE	SPECIFIC S/L PREMIUM	TRANS FEE	TOTAL	TOTAL BY GROUP #
0180953701	CUR: \$5369.00 ADJ: (\$13.00)	\$1652.00 (\$4.00)	\$2581.25 (\$6.25)	\$1226.61 (\$2.97)	\$1032.50 (\$2.50)		\$619.50 (\$1.50)	\$5319.83 (\$23.83)	\$1961.75 (\$4.75)	\$16596.95 (\$72.61)	\$206.50 (\$.50)	\$36,565.89 (\$131.91)	\$36,433.91
0180953702	CUR: \$5174.00 ADJ: (\$65.00) OTF:	\$1592.00 (\$20.00)	\$2487.50 (\$31.25)	\$1182.06 (\$14.85)	\$995.00 (\$12.50)	\$690.00	\$597.00 (\$7.50)	\$6626.12 (\$62.27)	\$1890.50 (\$23.75)	\$20434.67 (\$194.61)	\$199.00 (\$2.50)	\$41,177.85 (\$434.23) \$690.00	\$41,430.51
0180953703	CUR: \$507.00	\$156.00	\$243.75	\$115.83	\$97.50		\$58.50	\$588.09	\$185.25	\$1821.15	\$19.50	\$3,792.57	\$3,792.57
0180953704	CUR: ADJ:		\$1068.00 (\$7.00)									\$1,068.00 (\$7.00)	\$1,061.00
0180953711	CUR: \$637.00	\$196.00	\$306.25	\$145.53	\$122.50		\$73.50	\$598.87	\$232.75	\$1873.49	\$24.50	\$4,210.39	\$4,210.39
0180953721	CUR: \$377.00	\$116.00	\$181.25	\$86.13	\$72.50		\$43.50	\$420.89	\$137.75	\$1305.60	\$14.50	\$2,755.12	\$2,755.12
0180953731	CUR: \$26.00	\$8.00	\$12.50	\$5.94	\$5.00		\$3.00	\$33.44	\$9.50	\$103.11	\$1.00	\$207.49	\$207.49
COMP. TOT:	\$12012.00	\$3696.00	\$6836.00	\$2744.28	\$2310.00	\$690.00	\$1386.00	\$13501.14	\$4389.00	\$41867.75	\$462.00	\$89894.17	\$89894.17

**GIVEN TO TREASURER FOR
BANK WIRE TRANSFER**

DATE: 11/3/2025

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS HAS BEEN REQUESTED.

Kalisha Boyd
BUDGET ADEQUATE - APPROVED

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

Submission Date: 11/10/2025	Submitted by: Jennafer Bell
Meeting Date: 11/18/2025	Department: Commissioners Court
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Executive Session	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☒ Executive Session	
Agenda Wording: SECTION 551.074 PERSONNEL MATTERS SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation regarding the employment, evaluation, and duties of the Smith County Budget Officer, Budget Analyst, Animal Control Supervisor and Animal Shelter Coordinator.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
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 Monday at 12:00pm 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 # _____

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 11/04/2025	Submitted by: Christina Drewry
Meeting Date: 11/18/2025	Department: Commissioner Pct 1
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: EXECUTIVE SESSION	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☒ Executive Session	
Agenda Wording: SECTION 551.074 PERSONNEL MATTERS SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation regarding the employment, evaluation, and duties of the Smith County Budget Officer and Budget Analyst.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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