

COMMISSIONERS COURT AGENDA
Tuesday, October 20, 2026
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, October 20, 2026**, 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:

RESOLUTION

1. Consider and take necessary action to adopt a resolution proclaiming October 2026, as “Rett Syndrome Awareness Month” in Smith County.

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action to approve the 2027 Smith County Holiday Schedule.

HUMAN RESOURCES

3. Consider and take necessary action to amend the Smith County Employee Handbook to include the Classification-Compensation Policy.
4. Consider and take necessary action regarding the Smith County Health Plan, to incorporate AMPS for our repricer effective January 1, 2027.

DISTRICT ATTORNEY’S OFFICE

5. Consider and take necessary action to approve the Techshare Local Government Corporation (Techshare) Service Addendum pursuant to Texas Government Code 791, and annual Maintenance and Operations Fees and Storage Cost in the amount of \$130,404.00 and authorize the County Judge to sign all related documentation. - Thomas

INFORMATION TECHNOLOGY

6. Consider and take necessary action to approve an agreement with Optimum Business for PRI Phone Services at Juvenile Services and authorize the county judge to sign all related documentation.

SHERIFF’S OFFICE

7. Consider and take necessary action to authorize the Sheriff’s Office to apply for the Office of Court Appeals: Public Safety Report System API integration grant.

RECURRING BUSINESS

COUNTY CLERK

8. Consider and take the necessary action to approve the Commissioners Court minutes for September 2026.
9. Receive Commissioners Court recordings for September 2026.

AUDITOR'S OFFICE

10. 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, 551.076, and 551.0761. 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

11. Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer.

OPEN SESSION:

COURT ORDER

COMMISSIONERS COURT

12. Consider and take necessary action regarding the appointment, employment, and duties of the Smith County Budget Officer.

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: 10/13/2026

Time: 4:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/13/2026	Submitted by: Casey Murphy
Meeting Date: 10/20/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution: Rett Syndrome Awareness Month	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to adopt a resolution proclaiming October 2026, as "Rett Syndrome Awareness Month" in Smith County.	
Background: Requested by Melissa Belcher Artman, the mother of River Belcher, a 19-year-old girl with Rett Syndrome.	
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: jbell2@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 # _____



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, Rett Syndrome is a rare neurological disorder that primarily affects girls and women and can significantly impact communication, mobility, hand use, breathing, and many other aspects of daily life; and

WHEREAS, individuals living with Rett Syndrome and their families face lifelong medical, educational, accessibility, and caregiving challenges while continuing to demonstrate extraordinary strength and resilience; and

WHEREAS, River Belcher is a 19-year-old woman with Rett Syndrome, a rare aggressive regressive disorder. She has seizures, autism, sensory deficit and self-aggressive behavior. She uses a wheelchair but can walk short distances, and has to have 24/7 care; and

WHEREAS, greater public awareness of Rett Syndrome can help increase understanding, inclusion, family connection, research support and community resources; and

WHEREAS, October is recognized by Rett families and organizations across the country as Rett Syndrome Awareness Month.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim October 2026, as

“Rett Syndrome Awareness Month”

in Smith County and encourages residents to learn more about Rett Syndrome and the people behind the diagnosis.

WITNESS OUR HANDS THIS 20th day of October A.D. 2026.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct1

John Moore
Commissioner, Precinct2

J Scott Herod
Commissioner, Precinct3

Ralph Caraway Sr.
Commissioner, Precinct4

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

Submission Date: 10/7/2026	Submitted by: Rachel McCord
Meeting Date: 10/20/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Smith County Holiday Schedule	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the 2027 Smith County Holiday Schedule.	
Background: N/A	
Financial and Operational Impact: N/A	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Rachel McCord	Email: rmccord@smith-county.com
Name: Esmeralda Corona	Email: ecorona@smith-county.com
Name: Crystal Pedroza	Email: cpedroza@smith-county.com
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____



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

Phone (903) 590-4605

Fax: (903) 590-4615

Order of the Commissioners Court

Smith County Year 2027 Holiday Schedule

Pursuant to the Laws and Rules of the State of Texas, Government Code, Chapter 152, the Commissioners of Smith County does hereby Order that the following be designated as the Official Legal Holiday for Smith County for the year of 2027.

New Year's Day	Friday, January 1, 2027
Martin Luther King, Jr. Day	Monday, January 18, 2027
President's Day	Monday, February 15, 2027
Good Friday	Friday, March 26, 2027
Memorial Day	Monday, May 31, 2027
Juneteenth Day (Observed)	Friday, June 18, 2027
Independence Day (Observed)	Monday, July 5, 2027
Labor Day	Monday, September 6, 2027
Veterans Day	Thursday, November 11, 2027
Thanksgiving	Thursday and Friday, November 25 & 26, 2027
Christmas (Observed)	Friday and Monday, December 24 & 27, 2027
Administrative Day	choice during Calendar Year 2027

Approved by the Smith County Commissioners Court on the _____ day of October 2026.

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: 10/6/2026	Submitted by: Commissioner Drewry
Meeting Date: 10/13/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Employee Handbook Amendment: Classification-Compensation Policy	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to amend the Smith County Employee Handbook to include the Classification-Compensation Policy.	
Background: Since adoption of the annual budget, the Commissioners Court has received reclassification requests and experience-pay recognition requests that are not addressed in the current Employee Handbook. Human Resources and the County Auditor have submitted a recommended Subsection for review and possible adoption.	
Financial and Operational Impact: N/A	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: C Drewry	Email: cdrewry@smith-county.com
Name: E Corona	Email: ecorona@smith-county.com
Name: T Hollis	Email: thollis@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 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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Office Use Only
Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/9/2026	Submitted by: E. Corona
Meeting Date: 10/20/26	Department: HR
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: AMPS Repricer	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action regarding the Smith County Health Plan, to incorporate AMPS for our repricer effective 1.1.27	
Background: Dawn Brinson our Benefit Consultant will be in court to present. Attached are the documents with this item.	
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 # _____



SERVICES AGREEMENT

Prepared for:

Client/Prospect Name

Client/Prospect Company

SERVICES AGREEMENT

ADVANCED MEDICAL PRICING SOLUTIONS

This SERVICES AGREEMENT (the “*Agreement*”) is made and entered into effective as of the 1st day of _____ (the “*Contract Date*”), by and among ANASAZI MEDICAL PAYMENT SOLUTIONS, INC. d/b/a Advanced Medical Pricing Solutions, an Arizona corporation with its principal place of business at 2700 North Central Avenue, Ste. 1110, Phoenix, AZ 85004 (“*AMPS*”), Smith County, a political subdivision of the State of Texas with its principal place of business at Tyler, Smith County, Texas (“*Plan Sponsor*”) on its own behalf and as the Plan Sponsor, and _____, a _____ with its principal place of business at _____, the Plan Sponsor’s Third Party Administrator (the “*TPA*”). When the Plan Sponsor, acting in its capacity as the settler of the Plan, will be referred to as the “*Plan Sponsor*.” Plan Sponsor and Third-Party Administrator are hereinafter sometimes referred to collectively as the “*Plan Parties*” and each individually as a “*Plan Party*.” AMPS and the Plan Parties are hereinafter sometimes referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WHEREAS, the Plan Sponsor, which established the Plan, provides medical benefits to eligible Members/Members, wants to engage AMPS, to help implement and administer a Reference Based Pricing (“RBP”) plan design and wants the TPA to modify its services to support that effort. AMPS, the Plan Sponsor and the TPA are willing to undertake such engagement and provide such services on the terms and conditions set forth in this Agreement.

APPENDIX A GLOSSARY/CAPITALIZED DEFINITIONS

Section A.1 Capitalized Terms. Capitalized terms used in the body of this Agreement will have the meaning set forth in the “**APPENDIX A- Glossary**” attached herein. For all capitalized terms used in this Agreement, refer to Glossary.

ARTICLE I PARTIES OBLIGATIONS & SERVICES

Section 1.01 Plan Modifications. AMPS will provide Plan Parties with the AMPS Plan Modification language necessary to perform the services (the “*Services*”) pursuant to this Agreement for the Plan Sponsor to adopt and incorporate into its Plan Document. The Plan Modification language is included in the Plan Sponsor’s Implementation Package.

Section 1.02 Description of Services. AMPS assumes the obligations and will provide Services, subject to and in accordance with this Agreement and, once approved and adopted, the Plan Sponsored modified Plan Document. Services elected are noted in the Service Fee Schedule attached to this Agreement. Operational Fees are outlined and listed in Article III, Section 3.02 and are standard and separate from Service Fees as noted in this Agreement and the Service Fee Schedule.

Section 1.03 Permitted Payment Levels (“PPLs”). Plan Parties agree to incorporate and adopt the Permitted Payment Levels as set forth in the Plan Modification language. AMPS assumes the obligations and will reprice claims in accordance with those Permitted Payment Levels.

Section 1.04 Claim Review, Delegated Appeal Decisions and Protective Efforts. Plan Parties agree to authorize AMPS, as the appointed Claims Delegate, to provide medical claim and appeal reviews as agreed upon by the Parties. AMPS shall provide Protective Efforts, see Article IV, including but not limited to, negotiations and settlement of disputed claims.

Section 1.05 General Limitations. The Plan Parties understand and agree that AMPS will have no authority, responsibility or liability under this Agreement or the Plan Document, other than as specifically referenced in this Agreement and in the modified Plan Document with respect to Permitted Payment Levels, Protective Efforts, Delegated Claims Appeal Decisions, Claim Review and Advocacy. In the event that the Plan Sponsor and/or the TPA for any reason, disregards or acts contrary to any determination or decision of AMPS, as authorized by this Agreement, regarding the Permitted Payment Levels, Protective Efforts, Delegated Claims Appeal Decisions and/or Claim Review, then AMPS will be relieved of its obligations, responsibilities and liability under this Agreement with respect to such determination or decision and will have no obligation to indemnify or hold the Plan Parties or any other party harmless with respect to such determination or decision.

Section 1.06 Standard of Care. AMPS will exercise its authority and carry out its duties and responsibilities in accordance with the specific terms of Plan Document, as modified, and will adhere to the “prudent man standard of care” set forth in 29 U.S.C. §1104(a)(1)(A), (B) and (D). Otherwise, AMPS agrees to provide the Services in a professional, workmanlike, and commercially reasonable manner.

Section 1.07 AMPS Insights. AMPS will provide Plan Parties with data analytic reporting (“Insights”) which will include real time visibility into the Plan’s performance. AMPS will provide the metrics, dashboards, messaging alerts and reports through AMPS secured client portal.



Section 1.08 AMPS America, AMPS America PLUS and AMPS Care Navigation. Plan Parties agree to process and pay claims in accordance with the contracted rates pursuant to an executed Agreement between AMPS America and/or AMPS America PLUS (if elected) and the participating Provider. The Provider has agreed not to balance bill the Member for medical treatment, services and goods included for the Claim in question (other than for a Member’s applicable co-payments and deductibles). AMPS will provide access to contracted partners of AMPS (“Care Partners”) for the services elected and will coordinate administrative requirements of those Care Partners for the Plan Parties. AMPS will ensure that the Care Partners require contracted Providers to refrain from balance billing Members any amounts related to contracted discounts or correction of billing issues. AMPS will require that each Care Partner complete initial and ongoing credentialing of their contracted providers consistent with URAC, NCQA or CMS guidelines. This will include primary source verification of licensing and tax ID, NPI and DEA numbers; queries of the National Practitioner Data Base (NPDB); review of State and Federal disciplinary action; and verification of malpractice insurance and claims history. Plan Parties are required to pay the applicable claims promptly; should prompt payment not occur, a late fee may be incurred, or the Provider may balance bill the member.



Section 1.09 **AMPS Connect** – AMPS shall provide Plan Members with access to, AMPS Connect, which will provide Members with the ability to review their claims, upload documents, find healthcare providers, and access AMPS Care Navigation Services.

Section 1.10 **Pharmacy Benefit Management Program “PBM Program”**. If the Plan Parties elect **AMPS PBM Program**, Plan Parties agree to incorporate *AMPS Addendum B-Pharmacy Benefit Management Program* which has additional terms, conditions and fees that are separate and in addition to all terms and conditions to this Agreement. The PBM Program requires the Plan Parties to execute Addendum B and incorporate the same within this Agreement, to participate in the AMPS PBM Program. As noted in this Section 1.11, separate terms and conditions apply, as well as separate AMPS PBM Program Fees (see ADDENDUM B). If not elected, Addendum B will be stricken from this Agreement in its entirety.

Section 1.11 **AMPS Intelligent Pricing**. AMPS Intelligent Pricing is a pricing engine that takes into account multiple approaches when pricing Claims in order to maximize a Plan Sponsor’s savings while accounting for pushback and minimizing member abrasion.

Section 1.12 **Run-In Claim Services (Optional)**. Should the Plan Parties wish to engage AMPS to provide Run-In Claim Services, at an additional fee (please refer to Section 3.02), for certain Run-In Claims with dates of service prior to the Effective Date of this Agreement, please note the following:

- (a) For Run-In Claims that previously have been repriced by another vendor, AMPS will attempt to negotiate a settlement of the Claims in good faith. Payment of any claim(s) associated with these Run-In Claims will be the sole responsibility of the Plan. Plan Parties agree that AMPS has no obligation or responsibility for the outcome of these Claims. AMPS will not provide any Protective Efforts and/or Defense for any Plan Party, including the Plan Sponsor, Member or TPA.
- (b) For Run-In Claims that have not previously been repriced by another vendor but were incurred prior to the Effective Date of this Agreement, AMPS will reprice the Claims according to the Plan benefits. Should a balance bill be received for any Run-In Claim, AMPS will attempt to negotiate a settlement of the Claim in good faith. Payment of any claim(s) associated with these Run-In Claims will be the sole responsibility of the Plan. Plan Parties agree AMPS has no obligation or responsibility for the outcome of these Claims. AMPS will not provide any Protective Efforts and/or Defense for any Plan Party, including the Plan Sponsor, Member or TPA.
- (c) The Plan Parties hereby designate AMPS as its representative to negotiate such Claims and further agree that AMPS shall have settlement authority up to the total amount of the Claim (“Total Claim Amount”). The Plan Parties further agree to execute any additional documentation required to effectuate this representation and authority.
- (d) The Plan Parties agree to obtain any and all information regarding the Claims, as may be reasonably requested by AMPS.
- (e) AMPS agrees to exercise its best efforts within a reasonable period of time to resolve the Claims below the Total Claim Amount. If, in the reasonable judgment of AMPS, further negotiations with a provider will not



result in a resolution of one or more of the Claims less than the then existing demand by the provider, AMPS shall inform the Plan Parties of the proposed resolution.

- (f) AMPS will not provide any Protective Efforts and/or Defense for Plan Parties or Members in connection with these Claims, and the Plan Parties or the Plan Members, as applicable, will be solely responsible for any legal action or credit impairment on a claim submitted to AMPS.
- (g) The Plan Parties agree that AMPS will not provide any negotiation services on any Run-In Claims with Improper Balance Bill Disputes under One Thousand Dollars (\$1,000.00); these claims will be forwarded to Plan Parties for handling.
- (h) The Plan Parties agree that AMPS will not provide any negotiation services for Run-In Claims with Improper Balance Bill Disputes over twelve (12) months old from the Date of Service.
- (i) The Plan Parties agree that AMPS will not provide any negotiation services for Run-In Claims with Improper Balance Bill Disputes that litigation proceedings have been threatened or are in active litigation at the time the Run-In Claim(s) with the Improper Balance Bill is being disputed.
- (j) AMPS will provide Run-In Services as provided in this Section for a period of Six (6) Months from the Effective Date of this Agreement.
- (k) The Plan Parties will indemnify and hold harmless AMPS, its employees, director representatives and agents from any third-party claims relating to the provision of these services.
- (l) The Plan Parties agree that if Run-In Claim Services are elected, pursuant to Article I, Section 1.13, Plan Parties agree that they will be responsible for AMPS fees incurred as a result of work performed, regardless of whether or not Plan Parties utilize those savings.

Section 1.13 PriceDynamix Performance Guarantee. Available to Plan Sponsors with a minimum of one hundred (100) Members, AMPS PriceDynamix Performance Guarantee wherein AMPS warrants a Cost Performance Standard as measured by the Plan Sponsor's actual performance against the Overall Cost Target during the Service Agreement Term. If in any Service Agreement Contract Period, AMPS fails to meet the Overall Cost Target, the PriceDynamix Performance Guarantee shall pay to the Plan Sponsor a Performance-Based Reimbursement. Refer to Addendum A attached hereto.



ARTICLE II PLAN RESPONSIBILITIES

Section 2.01 The Plan Parties and/or the TPA, assume the obligations, duties and responsibilities required to be taken pursuant to the AMPS Plan Modification language and pursuant to this Agreement.

ARTICLE III FEES & FEE PAYMENT TERMS

Section 3.01 AMPS SERVICE FEES. As consideration for the Services provided by AMPS, the Plan Parties agree to pay and shall be responsible for paying AMPS Service Fees, as set forth in the Service Fee Schedule and any Addendum Service Fees (“AMPS Service Fees”), attached hereto.

Section 3.02 AMPS OPERATIONAL FEES. In addition to the AMPS Service Fees above, Section 3.01, and in consideration for the Services provided by AMPS, the Plan Parties agree to pay and shall be responsible for paying AMPS Operational Fees, if applicable, as noted below:

- (a) Additional Enrollment/Training Fee. Where AMPS is requested more than two (2) weeks prior to attend an enrollment or training meeting by TPA or the Plan Parties, there shall be no fees charged. If AMPS is requested by the TPA or Plan Parties to attend more than one enrollment or training meeting, AMPS shall be paid its travel expenses at cost (the “*Participation Fee*”).
- (b) Special Claim Processing Fees.
 - (i) Run-In Claims. Operational fees for Run-in Claim Services will be payable at \$____. Run-in Claims are not subject to Protective Efforts or Defense under this Agreement. AMPS will provide Run-In Claim Services, including claim dispute negotiations, with no assurance of resolution.
 - (ii) Claim Submission Errors. Fees for Claims of any type submitted to AMPS in error, by or on behalf of, the Plan Parties upon which AMPS performed Medical Record Review will be payable at the rate of \$500.00 for every \$50,000.00 (or portion thereof) in Gross Billed Charges. Plan Parties must submit verification of claim errors within twenty (20) days after invoice.
 - (iii) Late Eligibility Files. Fees for Eligibility Files not received by AMPS by the tenth (10th) day of the month will be payable at \$0.50 Per Employee Per Month (“PEPM”) for the late Eligibility File; and
 - (iv) TPA Fees. AMPS shall pay TPA an administration fee for processing as follows (to be added if applicable):

\$.00	% of _____
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If the TPA receives any other consideration of any kind for performing as required in this Agreement, the TPA shall disclose to AMPS within ten (10) days, in writing, the amount and type of such consideration and any subsequent adjustment to the level of such consideration. AMPS will pay the TPA fee on a monthly basis based on the RBP Service Fees collected and retained by AMPS during the preceding month.

- (c) Non-Compliance Notice of Termination Penalty. Should Plan Parties violate the notification requirements set forth in Article VIII, Sections 8.01 and 8.02, a Late Termination Penalty equal to the average of the three (3) months of Fees prior to the termination effective date will be due fifteen (15) days after the termination effective date.

Section 3.03 Payment. TPA, on behalf of Plan Sponsor, agrees to self-report Plan Sponsor’s initial eligibility counts by the seventh (7th) business day of each month via Electronic Data Interchange (“EDI”). At month-end, TPA, on behalf of Plan Sponsor, agrees to submit Plan Sponsor’s final eligibility count, along with Plan Sponsor’s payment

of Service Fees, to AMPS no later than fifteen (15) calendar days after month-end. To the extent any undisputed invoice for goods or services is submitted by AMPS directly to Plan Sponsor for payment by Plan Sponsor, such payment shall be governed by Chapter 2251 of the Texas Government Code. Payment for undisputed invoices is due within thirty-one (31) days of the invoice date. Interest charges for any overdue payments shall be paid by Plan Sponsor in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. For any fees not paid by Plan Sponsor directly to AMPS, but paid by TPA on behalf of the Plan Sponsor, within such fifteen (15) calendar days will be considered delinquent ("*Delinquent Fees*"), and the responsible Plan Party shall pay interest at the rate of one and a half percent (1.5%) per month on the outstanding balance of all Delinquent Fees from the date they were originally due until all such amounts are paid in full. Payment of interest on Delinquent Fees shall not affect or limit any other rights or remedies of AMPS with respect to such Delinquent Fees or any obligations of the Plan Sponsor or TPA. Notwithstanding anything in this Agreement or the Plan Document to the contrary, in the event that any Delinquent Fees and accrued interest are not paid within five (5) days of written demand, AMPS will have the right to suspend performance of the Services with advance written notice of not less than three (3) days. The Service Fees, Schedule 1 and Operational Fees, Section 3.02, as outlined in Sections 3.01 and 3.02, are collectively referred to in this Agreement as "Fees." Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right it may have, AMPS reserves the right at any time to offset any amounts it owes to the TPA under this Agreement against any amount payable by the Plan Parties to AMPS.

ARTICLE IV PROTECTIVE EFFORTS

PROACTIVE ADVOCACY, IMPROPER BALANCE BILL NEGOTIATIONS, SETTLEMENT AUTHORITY, THRESHOLDS AND LIMITATIONS/EXCLUSIONS

Section 4.01 Proactive Advocacy.

- (a) Proactive Advocacy. AMPS agrees to maintain a support line staffed by trained Advocates to assist Plan Sponsor's Members with Balance Billing issues.
 - (i) AMPS agrees to maintain a Member database from the Eligibility Files the Plan Parties agree to provide AMPS on a monthly basis.
 - (ii) AMPS agrees to contact Members and promptly respond to all incoming calls from Members with potential Improper Balance Bills.
 - (iii) Plan Parties understand and have advised their Members that they have appointed AMPS as their Claims Delegate. As Claims Delegate, AMPS will request Members to provide signed authorizations to AMPS to act on their behalf in order to contact Healthcare Providers with regard to disputing Improper Balance Bills and/or arrange eligible additional payments under the terms and conditions of the Plan Parties' Plan Document, if applicable.
 - (iv) Plan Parties understand and acknowledge that the effectiveness of Protective Efforts in Article IV is dependent on AMPS receiving timely notice of all demands for Improper Balance Bills.

Plan Parties will be responsible for notifying AMPS of any Member Improper Balance Bills pursuant to this Agreement.

Section 4.02 Improper Balance Bill Negotiations. Except as otherwise specifically set forth in this Agreement, AMPS agrees to defend the Plan's Permitted Payment Levels against any demands for payment in relation to an Improper Balance Bill by a Provider through Proactive Advocacy. Should AMPS Proactive Advocacy efforts be unable to solve the Improper Balance Bill pursuant to the elected Plan Parties Service Selection Offerings, then the Improper Balance Bill at that time will be considered a Delegated Claims Appeal Dispute and shall be forwarded to AMPS Negotiations Department for review, evaluation, and potential consideration relative to Section 4.03. AMPS will provide Proactive Advocacy relative to Provider demands for payment on the Improper Balance Bill, until such time the Improper Balance Bill has reached Second Collection Notice, at which time the Improper Balance Bill will be forwarded to the AMPS Negotiations Department for review, evaluation and negotiations for settlement. Should Article IX, Sections 9.03 and 9.10 apply to Improper Balance Bill Negotiations and Claim Appeals, the legal compliance relative to negotiations and claim appeals legal compliance will be the sole responsibility of Plan Parties.

Should the Plan Parties elect AMPS' Rapid Response offering, AMPS will provide Proactive Advocacy relative to Provider demands for payment on the Improper Balance Bill, until such time the Improper Balance Bill has reached Second Balance Bill, at which time the Improper Balance Bill will be forwarded to the AMPS Negotiations Department for review, evaluation and negotiations for settlement.

Section 4.03 Settlement Authority. Pursuant to the required Plan Modification language and AMPS service selection (the "Services") elected by the Plan Sponsor, Plan Sponsor agrees to appoint AMPS as the Claims Delegate to perform certain duties pursuant to this Agreement and the modified Plan Document. As such, Plan Parties agree that AMPS shall have the authority to negotiate on behalf of the Plan and its Members pursuant to the Protective Efforts in this Article IV. AMPS' Settlement Authority on Disputed Claims, including Pre-Service negotiations, will be up to and equal to any applicable Self-Pay/Cash-Pay Rate applied by the Hospital or Physician. AMPS' Settlement Authority will not be encumbered whatsoever by the Plan Parties' Stop Loss Policy terms and conditions. AMPS shall provide Plan Parties with the Settlement Agreement relative to the Delegated Claim Appeal Decision.

Should the Settlement Agreement for the Delegated Claim Appeal Dispute be within the Settlement Authority given to AMPS by the Plan Parties and Plan Parties elect not to settle on such terms, then with respect to the Delegated Claim Appeal Dispute(s), the following will apply:

- (i) Plan Parties will be responsible for Protective Efforts with respect to such determination or decision.
- (ii) Plan Parties will be responsible for the outcome of any litigation and any related costs and damages, including the costs of litigation, judgment, and any liability under this Agreement with respect to such determination or decision.
- (iii) AMPS will have no obligation to defend, indemnify or hold the Plan Parties or any other party harmless with respect to such determination or decision.

In the event that the Plan Parties, including any representative of the Plan Parties, such as but not limited to, Brokers and/or Consultants, for any reason disregard or act contrary to a Settlement Agreement with respect to the Delegated Claim Appeal Dispute, pursuant to this Agreement and Section 4.03, Parties agree that AMPS will be relieved of any liability under this Agreement with respect to such determination or decision and will have no obligation to defend, indemnify or hold the Plan Parties or any other party harmless with respect to such determination or decision.

If AMPS is unable to settle within AMPS Settlement Authority and the Provider initiates legal action against Plan Parties for the Delegated Claim Appeal Dispute(s), while this Agreement is in force, AMPS will defend the Plan Parties pursuant to the terms and conditions in this Agreement.

Section 4.04 Threshold Limitation. In addition to any other authority granted, Plan Parties agree that any improper balance of \$500.00 or less will be sent back to the Plan Parties for processing at their discretion.

Section 4.05 Protective Efforts Limitations and Exclusions.

AMPS shall have no obligation to provide any Protective Efforts subject to the following:

- (i) For Claims reviewed, re-priced and returned that are subject to a pre-existing Direct Contract;
- (ii) AMPS shall not be required to offer, provide, or continue Protective Efforts with regard to any particular Improper Balance Bill, if:
 - a. The Member does not timely provide Advocacy Authorization for AMPS, or provides but subsequently revokes such Advocacy Authorization;
 - b. The Member does not provide AMPS with timely notice of the first Improper Balance Bill;
 - c. The Member does not cooperate and provide the necessary information as reasonably requested with the Protective Efforts;
 - d. All or part of the Improper Balance Bill is paid without the prior written approval of AMPS;
 - e. The Member has not paid his or her Patient Responsibility amounts when due and payable;
 - f. Before receiving the medical care, the Member agrees to pay for the medical care in such amount or at such rates presented by the Provider;
 - g. After receiving the medical care, the Member agrees to pay for the medical care at the billed rates, or agrees to pay all Improper Balance Billed amounts or confirms or ratifies an alleged prior agreement to pay at the billed rates or to pay all charges billed for the Healthcare Provider;
 - h. The Plan Parties or Member is a party to a contract that requires payment for the medical care at the billed rates or other rates in excess of the Permitted Payment Levels, or that specifically prohibits bill review or adjustments based on Unreasonable Fees;
 - i. Any balance bills AMPS did not originally process under this Agreement, unless the balance bills fall under Article I, Section 1.13 (optional) Run-In Services;
 - j. The Plan Parties failed to satisfy their obligations under or strictly adhere to the terms and conditions of this Agreement or the modified Plan Document.
- (iii) AMPS shall have no obligation to provide Protective Efforts, if:
 - a. The Plan Parties deny the authorized Settlement presented by AMPS pursuant to the Settlement Authority under this Agreement;
 - b. The Settlement presented is accepted by Plan Parties, but the Plan Parties, and/or a representative of the Plan Parties (i.e., Broker and/or Consultant) did not issue the appropriate funding pursuant to the Settlement Agreement to the Healthcare Provider.
- (iv) AMPS shall not be responsible for Provider Refunds, Provider Returned Checks or Provider Misallocation of Funds accounting reconciliation on any payment made by the Plan Sponsor and/or TPA.

ARTICLE V(1) PLAN DEFENSE, EXCLUSIONS, & LIMITATION OF LIABILITY

OPTION (1) - PLAN DEFENSE ONLY

Section 5.01 Plan Defense. Subject to all other terms and conditions of this Agreement, AMPS agrees to defend the Plan Sponsor and TPA for Claims AMPS is obligated to provide Protective Efforts, against damages, losses, liabilities, fees, costs, and expenses, as a result of a Provider's legal proceeding, that the Plan Sponsor and TPA incur for or which arise out of: (a) attorneys' fees incurred by AMPS, Plan Sponsor and TPA as a result of a Delegated Claims Appeal Dispute, if such attorneys were engaged or designated by AMPS; (b) other fees, costs and expenses incurred by the Plan Sponsor and TPA, with the prior written approval of AMPS, as a result of any Delegated Claims Appeal Dispute. The damages, losses, liabilities, fees, costs, and expenses (a)-(b) above are referred to collectively as "Covered Costs". AMPS is obligated to defend the Delegated Claims Appeal Disputes that are not excluded from the Protective Efforts pursuant to Article IV. Notwithstanding anything in this Agreement to the contrary, Covered Costs shall not include the amount of any charges due on any Claim for medical care that would have otherwise been payable by the Plan or, except as specifically provided in Section 5.03 of this Agreement, any sanctions, fines, penalties, taxes, multiple damages, or damages that are exemplary or punitive in nature. The obligation of AMPS to defend the Plan Sponsor and/or TPA for any Covered Costs under this Article V, shall be limited to the Disputed Claim Amount that AMPS was unable to successfully secure a Settlement Agreement within AMPS Settlement Authority, pursuant to Article IV.

Notwithstanding anything herein to the contrary, the obligation of AMPS to defend the Plan Sponsor and/or TPA for any Covered Costs is subject to the following conditions and limitations:

- (a) The Plan Sponsor and/or the TPA must give prompt written notice to AMPS of any Claim Level II Appeal or reconsideration request of which the Plan Sponsor and/or the TPA has knowledge, which notice to AMPS must be delivered within five (5) business days after the notice of appeal is received by, or the Plan Sponsor and/or the TPA otherwise becomes aware of the appeal, or within such shorter period as is required to avoid any prejudice in the appeal or other proceeding involving the Delegated Claims Appeal Decision in question;
 - (i) AMPS must have the exclusive right to control and direct the investigation, preparation, defense and settlement of each Claim Level II Appeal or other proceeding concerning a Delegated Claims Appeals Dispute, provided, however, that the Plan Sponsor and/or TPA shall have the right to participate in any appeal or proceeding involving the Delegated Claims Appeal Dispute and to be represented by its own attorneys, which additional participation and representation shall be at the Plan Sponsor's or TPA's own cost and expense;
 - (ii) The Plan Parties, including the Member, must fully cooperate with AMPS as the appointed Claims Delegate, in the investigation and defense of the Delegated Claim Appeal Decision;
 - (iii) Any claim eligible under Article V must be made prior to One (1) Year from the date that payment, with respect to the Claim subject to the Claim Level II Appeal at issue was received by the Hospital or Physician from the TPA or the Plan Sponsor, or the date the Hospital or Physician was notified that no payment would be made on the Claim;
 - (iv) AMPS shall have no obligation and/or responsibility to defend, hold harmless, indemnify, pay, or contribute to any settlement or compromise of a Claim, Claim Level II Appeal or Claims Appeal Dispute made without its consent;

- (v) AMPS will only be obligated to defend the Plan Sponsor and TPA, under this Article V, for Covered Costs associated with a legal proceeding initiated by a Provider against the Plan Sponsor and TPA relative to a Delegated Claims Appeal Dispute.

Section 5.02 Exclusions to Defense. Notwithstanding any other condition, limitation or exclusion in this Agreement, AMPS will not be required to defend, pay damages, reimburse, indemnify, or hold harmless the Plan Parties or any other third party, against, for, resulting from or arising out of:

- (a) any liability, damages, losses, costs, and expenses of any kind that result from the gross negligence or intentional misconduct of the Plan Parties or from a failure to act in accordance with this Agreement or the modified Plan Document;
- (b) any lost profits or other consequential or incidental damages incurred or likely to be incurred by the Plan Parties and any sanctions, fines, penalties, taxes, multiple damages, or damages that are exemplary or punitive in nature, other than any sanctions, fines, penalties, taxes, multiple damages, or damages that are exemplary or punitive in nature that result directly from the Plan Party's gross negligence or breach of duties under this Agreement and/or modified Plan Document;
- (c) any demands, actions, suits, claims or counterclaims based on any contract, other than this Agreement, to which any Plan Party or their agent or representative is a party or is subject or bound;
- (d) any charges included in or Benefits for any Hospital Claim determined to be payable by the Plan in accordance with the terms of the modified Plan Document; and
- (e) any liability, damages, costs, or losses resulting or arising from any provision or portion of the modified Plan Document determined not to be enforceable or to conflict with Applicable Law. Furthermore, in no event will AMPS be required to pay damages, reimburse, indemnify, defend, or hold harmless any Plan Party or other third party, against, for, resulting from or arising out of:
 - i. any amount which the Plan would have been responsible to pay on such Claim(s);
 - ii. any failure to timely pay or fund the payment of any benefits approved and settled by AMPS; or
 - iii. any charges or other amounts related to a Claim not actually paid pursuant to a binding final legal judgment or award.

Section 5.03 Limitation of Liability to Defense. Notwithstanding anything in this Agreement to the contrary, in no event will AMPS be liable for or required to reimburse, indemnify, defend or hold harmless the other Parties from or against any liability, damages, losses, costs and expenses incurred by them, or any claim, demand, charge, action, cause of action or other proceeding asserted by a third party against any of them (a) as to any individual Claim or any group of Claims relating to the same incident of care, any amount exceeding \$1,000,000.00, and (b) as to all Claims paid during any year of the Term, taken together, any amount exceeding \$2,000,000.00 in the aggregate.

ARTICLE V(2) PLAN AND MEMBER DEFENSE, EXCLUSIONS, & LIMITATION OF LIABILITY

OPTION (2) - PLAN AND MEMBER DEFENSE

Section 5.01 Plan and Member Defense. Subject to all other terms and conditions of this Agreement, AMPS agrees to defend the Plan Sponsor, TPA and Plan Member for Claims AMPS is obligated to provide Protective Efforts, against damages, losses, liabilities, fees, costs, and expenses, as a result of a Provider's legal proceeding, that the Plan

Sponsor, Plan Member and TPA incur for or which arise out of: (a) attorneys' fees incurred by AMPS, Plan Sponsor, Plan Member and TPA as a result of a Delegated Claims Appeal Dispute, if such attorneys were engaged or designated by AMPS; (b) other fees, costs and expenses incurred by the Plan Sponsor and TPA, with the prior written approval of AMPS, as a result of any Delegated Claims Appeal Disputes; (c) any damages finally awarded by a court of competent jurisdiction as restitution to a Plan Member as a result of a Delegated Claims Appeal Decision, excluding awards for payment or reimbursement of charges for medical care covered by the Plan; and (d) any attorneys' fees and costs incurred by a Plan Member as a result of a Delegated Claims Appeal Decision if, based on such Delegated Claims Appeal Decision, a court of competent jurisdiction finally determines that such fees and costs are to be paid by the Plan Sponsor, the TPA and/or AMPS. The damages, losses, liabilities, fees, costs, and expenses (a)-(d) above are referred to collectively as "*Covered Costs*". AMPS is obligated to defend the Delegated Claim Appeals Disputes that are not excluded from the Protective Efforts pursuant to Article IV. Notwithstanding anything in this Agreement to the contrary, Covered Costs shall not include the amount of any charges due on any Claim for medical care that would have otherwise been payable by the Plan or, except as specifically provided in Section 5.03 of this Agreement, any sanctions, fines, penalties, taxes, multiple damages, or damages that are exemplary or punitive in nature. The obligation of AMPS to defend the Plan Sponsor, TPA and/or Plan Member, for any Covered Costs under this Article V, shall be limited to the Disputed Claim Amount that AMPS was unable to successfully secure a Settlement Agreement within AMPS Settlement Authority, pursuant to Article IV.

Notwithstanding anything herein to the contrary, the obligation of AMPS to defend the Plan Sponsor, Plan Member and/or TPA for any Covered Costs is subject to the following conditions and limitations:

- (i) The Plan Sponsor and/or TPA must give prompt written notice to AMPS of any Claim Level II Appeal or reconsideration request of which the Plan Sponsor and/or the TPA has knowledge, which notice to AMPS must be delivered within five (5) business days after the notice of appeal is received by, or the Plan Sponsor and/or the TPA otherwise becomes aware of the appeal, or within such shorter period as is required to avoid any prejudice in the appeal or other proceeding involving the Delegated Claims Appeal Decision in question;
- (ii) AMPS must have the exclusive right to control and direct the investigation, preparation, defense and settlement of each Claim Level II Appeal or other proceeding concerning a Delegated Claims Appeals Dispute, provided, however, that the Plan Sponsor, Plan Member and/or TPA shall have the right to participate in any appeal or proceeding involving the Delegated Claims Appeal Dispute and to be represented by its own attorneys, which additional participation and representation shall be at the Plan Sponsor, Plan Member or TPA's own cost and expense;
- (iii) The Plan Parties, including the Member, must fully cooperate with AMPS as the appointed Claims Delegate, in the investigation and defense of the Delegated Claim Appeal Decision;
- (iv) Any Delegated Claims Appeal Dispute or Balance Bill Dispute eligible under Article V must be made prior to One (1) Year from the date that payment, with respect to the Claim subject to the Claim Level II Appeal at issue was received by the Hospital or Physician from the TPA or the Plan Sponsor, or the date the Hospital or Physician was notified that no payment would be made on the Claim;
- (v) AMPS shall have no obligation and/or responsibility to defend, hold harmless, indemnify, pay, or contribute to any settlement or compromise of a Claim, Claim Level II Appeal or Delegated Claims Appeal Dispute made without its consent;
- (vi) AMPS will only be obligated to defend the Plan Sponsor, TPA and/or Plan Member, under this Article V, for Covered Costs associated with a legal proceeding initiated by a Provider against the Plan Sponsor, TPA and/or Plan Member relative to a Delegated Claims Appeal Dispute.

Section 5.02 Exclusions to Defense. Notwithstanding any other condition, limitation or exclusion in this Agreement, AMPS will not be required to defend, pay damages, reimburse, indemnify, or hold harmless the Plan Parties and/or Plan Member or any other third party, against, for, resulting from or arising out of:

- (a) any liability, damages, losses, costs, and expenses of any kind that result from the gross negligence or intentional misconduct of the Plan Parties, including the Plan Member, or from a failure to act in accordance with this Agreement or the modified Plan Document;
- (b) any lost profits or other consequential or incidental damages incurred or likely to be incurred by the Plan Parties and/or Plan Member and any sanctions, fines, penalties, taxes, multiple damages or damages that are exemplary or punitive in nature, other than any sanctions, fines, penalties, taxes, multiple damages or damages that are exemplary or punitive in nature that result directly from the Plan Parties and/or Plan Member's gross negligence or breach of duties under this Agreement and/or modified Plan Document;
- (c) any demands, actions, suits, claims or counterclaims based on any contract, other than this Agreement, to which any Plan Party and/or Plan Member or their agent or representative is a party or is subject or bound;
- (d) any charges included in or Benefits for any Hospital Claim determined to be payable by the Plan in accordance with the terms of the modified Plan Document; and
- (e) any liability, damages, costs, or losses resulting or arising from any provision or portion of the modified Plan Document determined not to be enforceable or to conflict with Applicable Law. Furthermore, in no event will AMPS be required to pay damages, reimburse, indemnify, defend, or hold harmless any Plan Party and/or Plan Member or other third party, against, for, resulting from or arising out of:
 - i. any amount which the Plan would have been responsible to pay on such Claim(s);
 - ii. any failure to timely pay or fund the payment of any benefits approved and settled by AMPS; or
 - iii. any charges or other amounts related to a Claim not actually paid pursuant to a binding final legal judgment or award.

Section 5.03 Limitation of Liability to Defense. Notwithstanding anything in this Agreement to the contrary, in no event will AMPS be liable for or required to reimburse, indemnify, defend or hold harmless the other Parties from or against any liability, damages, losses, costs and expenses incurred by them, or any claim, demand, charge, action, cause of action or other proceeding asserted by a third party against any of them (a) as to any individual Claim or any group of Claims relating to the same incident of care, any amount exceeding \$1,000,000.00, and (b) as to all Claims paid during any year of the Term, taken together, any amount exceeding \$2,000,000.00 in the aggregate.

ARTICLE VI CONFIDENTIALITY & PROPRIETARY INTERESTS

Section 6.01 Confidentiality of Claim Records and Information. AMPS will exercise all commercially reasonable efforts to maintain the confidentiality of the Claims records and information created or received by them in the performance of the Services. AMPS will only disclose the information in such records to the Plan Sponsor or its authorized agents, if permitted by Applicable Law to do so, or to any other party, including governmental and other regulatory agencies to the extent such disclosure is required by legal process or pursuant to any applicable statute, rule, or regulation. The obligations of AMPS contained in this Section will not be construed to restrict or prevent AMPS from disclosing information in such records to the extent such disclosure is authorized or necessary for AMPS to perform the Services under this Agreement and as contemplated under the Plan Document.

Section 6.02 **Protected Health Information.** In addition, to the extent information obtained or received by the Program Parties in connection with the performance of the Services constitutes “protected health information,” as defined under 45 CFR 164.501 (“*Protected Information*”), AMPS agrees that such Protected Information will be used or disclosed by it only for the purposes of performing the Services and for such other purposes as expressly provided in 45 CFR 164.504(e)(4), and the Parties will execute a Business Associate Agreement (“BAA”) meeting the requirements of 45 CFR 164.504(e)(2); however, the parties acknowledge TPA and the Plan or TPA and the Plan Parties have or intend to enter into a Business Associate Agreement which shall govern the exchange of Protected Information between TPA and the Plan or TPA and the Plan Parties, and related subcontractors.

Section 6.03 **Rights in Service Delivery Model and Materials.** The Parties acknowledge and agree that the AMPS business model, systems, processes, procedures, designs, plans, methods, work flows, know-how, pricing data, scripts, flow charts, forms, documentation, instructions, letters, notices, memoranda, position statements, and other materials used in connection with the design, administration and provision of the Services under the service delivery model described in or implemented in connection with to this Agreement, including, without limitation, the design and administration of the program, the explanation and defense of Delegated Claim Appeal Decisions and provision of the Advocacy Program, are and will at all times remain the property of AMPS and/or its parent. AMPS reserves all right, title and interest in and to any intellectual property, proprietary or other rights with the AMPS business model (but not the Plan, Employee, Claimant or Claim data reflected therein), as well as any improvements, adaptations, modifications, or derivative works based thereon or conceived, created, or made thereto by any Party.

Section 6.04 **Limited License.** AMPS grants to the other Parties a limited, non-exclusive, non-transferable right and license to use the AMPS materials during the Term of this Agreement, only as necessary in connection with the provision of Services to the Plan and for the sole purpose of satisfying obligations or requirements under this Agreement. No ownership or other rights in the AMPS materials are granted to the Plan Parties or the TPA unless and except as may be expressly set forth herein, and all rights not expressly granted to the Plan Parties in this Agreement are reserved by AMPS. Except for the foregoing permitted use, the Plan Parties will not, and will ensure that the TPA and their respective employees, contractors agents and representatives do not, modify, publish, transmit, participate in the transfer of, make available to third parties, reproduce, create derivative works of, distribute, publicly display, or in any way exploit the AMPS materials in whole or in part, including (without limitation) for the purpose of obtaining, creating, building or providing a materially similar or competitive service. This limited license does not apply to any material or work product that is generally used or available in the industry, or in the public domain.

ARTICLE VII CHANGE OF THIRD-PARTY ADMINISTRATOR

Section 7.01 **Removal by the Plan Parties.** With advance written notice of not less than thirty (30) days, or such shorter period as may be permitted for termination under the ASA Contract between the Plan and the originally named or then serving TPA (the “*Existing TPA*”), the Plan Sponsor shall have the right to remove the Existing TPA (“*Removal*”), which Removal shall take effect per the notice (the “*Removal Date*”), and to replace that Existing TPA with another third party administrator (the “*New TPA*”), and such Removal shall not itself cause a termination of this Agreement. In the event of a Removal: (a) AMPS will have the right to terminate this Agreement if it does not approve of the New TPA, which approval may be withheld in the sole discretion of AMPS for any reason; (b) the New TPA selected by the Plan Sponsor to become the TPA, if approved by AMPS, will be required to become a party to an amended and restated version of this Agreement in form and substance satisfactory to AMPS; and (c) AMPS will have the right to terminate this Agreement if such New TPA does not become a party to an Amended Agreement within 10 business days of approval by AMPS. With regard to Claims submitted to the Existing TPA prior to Removal, the

Existing TPA will continue to provide services as may be reasonably required in connection therewith, in accordance with the terms of this Agreement for such a period of time as is required to prevent any interference with the Services provided by AMPS under this Agreement. In the event AMPS is unable to perform its Services because of any action taken or omitted by the Existing TPA due to the removal of the TPA, AMPS will have the right to terminate its Agreement upon thirty (30) days' notice.

Section 7.02 Withdrawal by TPA. With advance written notice of not less than thirty (30) days, or such longer period as may be required under the ASA Contract between the Existing TPA and the Plan, the Existing TPA may withdraw as the third-party administrator for the Plan ("*Withdrawal*"). If Withdrawal occurs, the Existing TPA shall automatically be removed as the TPA under this Agreement as of the effective date of the Withdrawal (the "*Withdrawal Date*"), but the Withdrawal shall not itself cause a termination of this Agreement. In the event of a Withdrawal: (a) AMPS will have the right to terminate this Agreement if it does not approve of the New TPA selected by the Plan; (b) any New TPA approved by AMPS must become a party to an amended and restated version of this Agreement in form and substance satisfactory to AMPS (an "*Amended Agreement*"); and (c) AMPS will have the right to terminate this Agreement if such New TPA does not become a party to an Amended Agreement within thirty (30) days of the Withdrawal Date. With regard to Claims submitted to the Existing TPA prior to Withdrawal, the Existing TPA will continue to provide services as may be reasonably required in connection therewith, in accordance with the terms of this Agreement, for such a period of time as is required to prevent any interference with the Services provided by AMPS under this Agreement. In the event AMPS is unable to perform its Services because of the any action taken or omitted by the Existing TPA due to the withdrawal of the TPA, AMPS will have the right to terminate its Agreement upon thirty (30) days' notice.

ARTICLE VIII TERM & TERMINATION

Section 8.01 Term. The term of this Agreement (the "*Term*") will begin as of the Effective Date of this Agreement and will initially continue for a period ending three (3) years from the Effective Date ("*Initial Term*"), unless earlier terminated by either the Plan Parties or AMPS in accordance with the terms of this Agreement or extended as provided in Section 8.04, below. Upon each yearly anniversary of the Effective Date, the Term will automatically extend for an additional one-year period unless, at least ninety (90) days prior to such anniversary of the Effective Date, the Plan Sponsor or AMPS has given the other Parties written notice of the intention not to extend the Term.

Section 8.02 Termination. Either AMPS or the Plan Parties may terminate this Agreement for any reason, without specific cause, with at least ninety (90) days' prior written notice to the other Parties. If Plan Parties terminate before the end of the Initial Term or notification is received after the ninety (90) day notification requirement, the Plan Party will be responsible for actual costs associated with termination, and costs for all goods and services provided by AMPS after the effective date of termination. . In addition, either AMPS or the Plan Parties may terminate this Agreement at any time, as set forth below, if the other has defaulted in the performance of any of its material obligations pursuant to this Agreement ("*Termination with Cause*"). In such event, the Party declaring the default will provide the other Party (the "*Recipient*") with written notice setting forth in detail the nature of the default. The Recipient will have five (5) days to cure a monetary default, or thirty (30) days to cure a non-monetary default; provided, however, that if the nature of a non-monetary default is such that it is not reasonably subject to being cured within a thirty (30) day period, but is reasonably subject to being cured, then the Recipient may cure such default by commencing to cure in good faith and continuing to completion with diligence and continuity within a reasonable

time thereafter. The Parties understand and agree that certain breaches are not possible to cure. As to any such breach that cannot be cured, the cure period referenced herein shall not apply. If any Fees are not paid within five (5) days of the due date, AMPS will have the right to resign at any time with three (3) days' advance written notice, and this Agreement will immediately terminate upon the effective date of AMPS's resignation. In addition to such right of AMPS, if there is a default on any payment due AMPS under this Agreement that is not cured within seven (7) business days, AMPS will be entitled to bring an action against one or more of the Plan Parties for any balance due, plus interest on such amount from the date the payment became delinquent until paid at the rate of 1.5% per month, and all costs and expenses (including reasonable attorneys' fees) related to efforts to collect payment.

Section 8.03 Rights, Duties and Run-Out Upon Termination. As of the effective date of termination, all rights and obligations of the Parties under this Agreement will terminate, except as specifically provided herein.

- (a) **Payment.** The Plan Parties shall pay all amounts owed under this Agreement through the date of termination within thirty (30) days of invoicing, and shall pay any amounts determined to be owed thereafter within thirty (30) days of the earlier of such determination or invoicing.
- (b) **Run-Out Included Claims.** With regard to Claims submitted to the TPA for processing during the Term of this Agreement and Claims with dates of service incurred during the Term of this Agreement, which are submitted to the TPA after a termination ("*Included Claims*"), the TPA shall continue to provide services as may be reasonably required in connection therewith, in accordance with the terms of this Agreement, for such period of time as is required to prevent any interference with the Services provided by AMPS under this Agreement, up to the Run-Out Period stated in Section 8.03 (c).
- (c) **Run-Out Period.** With regard to the *Included Claims* submitted to AMPS during the Term of this Agreement and Claims for dates of service incurred during the Term of this Agreement, which are submitted to AMPS during the six (6) month Run-Out Period after the Plan Sponsor and/or TPA termination date, ("*Run-Out Period*"), shall be eligible under the terms of this Agreement, except where Plan Sponsor and/or TPA terminates this Agreement off anniversary of the renewal date or notification is received after the ninety (90) day notification requirement, (see below 8.03(e) *Early or Late Termination- Protective Efforts – Ninety (90) Days Only*, or if AMPS exercises the Termination for Cause rights under Section 8.02.
- (d) **Protective Effort Extension during Run-Out Period.** For the *Included Claims* received during the six (6) month Run-Out Period after the termination date, AMPS shall continue to provide Protective Efforts, in accordance with the terms in this Agreement, for two (2) years from the termination date ("Protective Period"), except where Plan Sponsor and/or TPA terminates this Agreement before the end of the term of this Agreement or notification is received after the ninety (90) day notification requirement (see below 8.03(e) *Early or Late Termination - Protective Efforts – Ninety (90) Days Only*, or if AMPS exercises the Termination for Cause rights under Section 8.02. Should there be open Delegated Claim Appeal Disputes after the expiration of the two (2) year Protective Period, the Delegated Claim Appeal Disputes will be closed and returned to the Plan Sponsor for handling and resolution.
- (e) **Early or Late Termination.** Should the Plan Sponsor and/or TPA terminate this Agreement during any time prior to the end of the term of this Agreement ("*Early Termination*"), or notification of termination is received after the ninety (90) day notification requirement, AMPS will only be obligated to provide a ninety (90) day Run-Out Period which will commence on the date of Termination. AMPS shall continue to provide Protective Efforts, in accordance with the terms in this Agreement, as follows:

- (i) For Delegated Claim Disputes (“Disputed Claims”) which AMPS has begun active Protective Efforts on or before the date of the termination, AMPS will continue the Protective Efforts for a period of Ninety (90) Days (“Protective Period”) only. Should any claims remain open after the expiration of the Ninety (90) Day Protective Period, the Disputed Claims will be closed and returned to the Plan Sponsor for handling and resolution.
 - (ii) For Delegated Claim Disputes (“Disputed Claims”) which AMPS receives during the ninety (90) day Run-Out Period, see Section 8.03 (c), AMPS will continue Protective Efforts for a period of Ninety (90) Days (“Protective Period”) beginning on the date the claim is repriced by AMPS and returned to the Plan Sponsor and/or TPA for processing. Should any Disputed Claims remain open after the expiration of the Ninety (90) Day Protective Period, the Disputed Claims will be closed and returned to the Plan Sponsor for handling and resolution.
- (f) Terms of Run-Out Period. With regard to *Included Claims*, except where AMPS exercises its Termination for Cause rights under Section 8.02, AMPS shall continue to provide Services as may be reasonably required in connection therewith, and to make or provide for such Protective Efforts, in accordance with the terms of this Agreement and pursuant to Section 8.03,
 - (i) so long as all amounts due AMPS under this Agreement have been paid in full by the effective date of termination;
 - (ii) the New Plan Document continues to authorize AMPS to act with all of the authority and discretion provided in the Plan Modification with regard to Claims adjudicated by AMPS and Claims for dates of service occurring during the Term of this Agreement;
 - (iii) the Plan Parties, the TPA, any new third party administrator and all Members continue to fulfill and satisfy all requirements and obligations set forth in this Agreement; and
 - (iv) the Statute of Limitations for each *Included Claim* has not expired rendering the defense against the claim time-barred from filing any action.
- (g) TPA/Plan Sponsor Termination. Should the TPA and/or Plan Sponsor terminate AMPS services, the Plan Sponsor agrees that they are responsible for paying all outstanding AMPS fees for work performed under this Service Agreement, regardless of whether or not the savings were utilized by Plan Sponsor. Should there be any outstanding balance due after one (1) year from the termination date, the Plan Sponsor will be responsible for paying, in full, any outstanding AMPS fees due at that time, regardless of whether or not the savings were utilized. TPA agrees to facilitate any and all outstanding fees invoiced to the Plan Sponsor.
- (h) Reporting Run-Out. Upon termination and during the Run-Out period, AMPS agrees to provide the TPA and/or Plan Sponsor with a detailed report of all claims active during the Run-Out Period on a monthly basis. Any request for custom reporting or changes in the reporting process after termination, AMPS reserves the right to charge an additional service fee.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 General Representations & Warranties. Each Party, as a material inducement to the other Parties to enter into this Agreement, makes the following representations and warranties:

- i. The Party is an entity duly formed, validly existing and in good standing under the laws of its state of organization and maintains its principal place of business at the address indicated in this Agreement.

- ii. The execution, delivery and performance by the Party of this Agreement: (i) is within its power and legal capacity; (ii) has been duly authorized by all necessary corporate or organizational action; (iii) does not contravene any provision of its organizational documents; (iv) does not violate any law or regulation, or any order or decree of any court or governmental authority applicable to it; and (v) does not (and will not with notice and/or the passage of time) violate, breach, conflict with or constitute a default under any other agreement to which it is a party or by which it is bound.
- iii. The Party has read this Agreement in its entirety, is aware of and understands all of its terms and conditions and has had the opportunity to seek the advice of an attorney of its choosing regarding this Agreement and all of its terms and conditions.
- iv. This Agreement shall be duly executed and delivered by the Party and shall constitute a legal, valid, and binding obligation of the Party enforceable against it in accordance with its terms.

In addition to the general representations and warranties set forth above, the Plan Parties represent and warrant that the Plan has operated and been administered in accordance with its terms and provisions and in compliance with all applicable statutes, laws, regulations, judicial orders and requirements of governmental authorities having jurisdiction over any of the Plan Parties, and that the modified Plan Document and any subsequent modifications or amendments thereto will fully comply and be adopted in accordance with the requirements of Applicable Law.

Section 9.02 Indemnification by Parties. To the extent allowed by law, Each of the Parties agree to reimburse, indemnify, defend and hold harmless each of the other Parties from and against any liability, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by any of them, or any claim, demand, charge, action, cause of action or other proceeding asserted by a third party against any of them, as a result of, arising out of, or based upon an uncured material breach of any covenant, agreement, representation or warranty made in this Agreement.

Section 9.03 Conflict Between Applicable Law and Intent of Agreement. In the event it becomes clear that under Applicable Law, whether currently existing or later adopted, as interpreted or applied by any court or government authority, this Agreement and AMPS process under the Plan will not constitute fair and reasonable consideration for medical care in the absence of specifically agreed upon price terms, then upon written notice of such legal determination to the Plan, AMPS shall thereafter have no liability for any representation or warranty to the contrary and AMPS will not be responsible for making Protective Efforts with regard to subsequently Balance Billed amounts below such fee levels as have been legally determined to constitute fair and reasonable consideration for the Medical Care in question.

Section 9.04 Governing Law. This Agreement shall be governed by and construed in accordance with applicable federal laws, rules, and regulations, including PPACA, ERISA (if applicable) and HIPAA. To the extent such laws, rules and regulations do not apply or are not controlling, the internal laws of the State of Texas will govern all claims arising out of or relating to this Agreement regardless of the basis of any such claims. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of Texas for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in Smith County, Texas.

Section 9.05 Notices. All notices pursuant to this Agreement must be in writing and will be deemed given: (a) upon delivery (which may be by facsimile transmission with confirmation of receipt by the transmitting machine or by electronic mail with read receipt confirmation to the sending electronic mail account); (b) on the designated date for delivery if sent by recognized overnight courier (such as Federal Express); or (c) on the fifth day following the date of deposit in the United States mail, certified mail postage prepaid with return receipt requested, if addressed to

the addresses set forth below the respective signatures of the Parties to this Agreement: Any Party may change its address designated for receiving notice by informing the other Parties of such change in accordance with this Section.

Section 9.06 Confidentiality of Agreement. Each Party will maintain this Agreement and the terms hereof in strict confidence and will not disclose or provide a copy of this Agreement or the terms hereof in any form whatsoever to any entity or person except, on a strictly need-to-know basis, to a director, officer, executive employee, attorney or accounting professional of such Party, or such other entity, who has agreed in writing to maintain this Agreement and the terms hereof in strict confidence.

Section 9.07 Cooperation, Amendment and Waiver. The Parties will use their best efforts to cooperate with each other and to provide any further assurances, including the execution of any additional agreements, reasonably necessary or desirable to implement the intentions of the Parties evidenced herein. However, no amendment or waiver of any provision of this Agreement will in any event be effective, unless the same will be in writing as signed by the Parties hereto, and then such waiver or consent will be effective only in the specific instance and for the specific purpose given. No waiver will waive, or otherwise affect, any other provision of, or the rights and obligations of the Parties under, this Agreement.

Section 9.08 No Assignment. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assignees only. Except as provided in this paragraph, no Party hereto may assign this Agreement or any of its rights, interests, or obligations hereunder without the express written consent of the other Parties, which consent will not be unreasonably withheld. Nevertheless, any of the Parties can assign this Agreement, including all of their rights, interests, and obligations to such Party's affiliates, to an entity controlling, controlled by, or under common control with such Party, or a purchaser of all or substantially all of such Party's assets, subject to notice to the other Parties of the assignment.

Section 9.09 Subcontracting. AMPS may use subcontractors to assist in providing the Services to be performed under this Agreement provided that it will continue to be responsible for all acts and omissions of its subcontractors. All AMPS' subcontractors will be subject to the confidentiality provisions of this Agreement and execute an appropriate BAA.

Section 9.10 Exclusivity. The rights granted to the Parties pursuant to this Agreement will be deemed to be their exclusive rights with respect to the subject matter of this Agreement, and the exclusive standing to enforce this Agreement shall belong to the Parties. No person or entity not a signatory to this Agreement shall be or have standing to enforce any rights as a third-party beneficiary under this Agreement.

Section 9.11 Compliance with Applicable Law. In carrying out its respective obligations and responsibilities under this Agreement, each of the Parties agrees to observe and comply with all applicable statutes, laws, acts, regulations, judicial orders, and the rules and requirements of governmental authorities having jurisdiction over the Parties or the subject matter of this Agreement.

Section 9.12 Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, civil disobedience, acts of war (declared or undeclared), or actions or decrees of governmental bodies (any of these events which is referred to as a "*Force Majeure* Event"), the Party who has been so affected will immediately notify the other Parties and will do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended. If the period of non-performance exceeds 10 business days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement without liability.

Section 9.13 **Enforceability; Severability.** This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions thereof, and each provision is hereby declared to be separate, severable, and distinct.

Section 9.14 **Entire Agreement.** This Agreement including any exhibits and documents incorporated by reference, constitutes the entire agreement and understanding between the Parties with respect to the matters referred to herein and supersedes any prior agreements, understandings, negotiations, and discussions, whether written or oral. All schedules attached to this Agreement and initialed by each of the Parties are expressly made a part of, and incorporated by reference into, this Agreement.

Section 9.15 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and Agreement. Facsimile signatures and/or electronically submitted signatures will be deemed originals. So long as this Agreement is signed by both the Plan Parties and the AMPS, said Parties acknowledge and agree that this Agreement shall be valid, binding, and enforceable as between them, even in the event that the TPA has not signed the Agreement.

Section 9.16 **Survival.** The following Sections shall survive the termination or expiration of this Agreement and shall remain effective as to Included Claims, to the extent applicable, through the end of the Run-Out Period and post-termination Protective Period: Sections 1.03, 1.04, 1.05, 3.01, 3.02, 3.03, 4.01, 4.02, 4.03, 4.04, 4.05, 5.01, 5.02, 5.03, 6.01, 6.02, 6.03, 7.01, 7.02, 8.02, 8.03, 8.04, 9.01, 9.02, 9.03, 9.04, 9.05, 9.07, 9.08, 9.09, 9.10, 9.11, 9.12, 9.13 and this Section. In addition, the Business Associate Agreements (to the extent applicable) shall survive the termination or expiration of this Agreement in accordance with the terms provided therein.

Section 9.17 **State of Texas Contractual Requirements:** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code.

Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code

CONFIDENTIAL

ARTICLE X

SIGNATORY PAGE



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date set forth above.

AMPS: ANASAZI MEDICAL PAYMENT SOLUTIONS, INC. d/b/a Advanced Medical Pricing Solutions, an Arizona corporation

By: _____ Date Signed: _____
Jonathan Jeffress, COO

Address: 2700 North Central Avenue, Ste. 1110, Phoenix, AZ 85004
Attention: Jonathan Jeffress, COO
Phone: (800) 425-9373 / Fax: (866) 861-9227

PLAN SPONSOR: _____, a _____ signing on its own behalf, as Plan Sponsor, on behalf of the Plan

By: _____ Date Signed: _____

Name:
Address:
Phone:

THIRD PARTY ADMINISTRATOR: _____, a _____

By: _____ Date Signed: _____

Name:
Address:
Phone:

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/05/2026	Submitted by: JLatch
Meeting Date: 10/20/2026	Department: District Atty's Office
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: TechShare Agreement Addendum, Saas Fee and storage cost	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the Techshare Local Government Corporation (Techshare) Service Addendum pursuant to Texas Government Code 791, and annual Maintenance and Operations Fees and Storage Cost in the amount of \$130,404.00 and authorize the County Judge to sign all related documentation.	
Background: Tech Share is a non-profit "local government corporation." This was procured under an Interlocal Agreement, with multiple other Counties (Collin, Dallas, Denton, Midland, Potter, Tarrant, and Travis) pursuant to Texas Government Code, Chapter 791. A copy of the original Master ILA from 2019 is included in the background information. The Service Addendum and cost of services require Commissioners Court approval.	
Financial and Operational Impact: District Attorney's Annual Budget	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name: twilson@smith-county.com	Email: aniles@smith-county.com
Name: dbell@smith-county.com	Email:
Name: jlatch@smith-county.com	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 # _____

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME INFORMATION TECHNOLOGY		REQUISITION NUMBER			
	DATE 10/5/2026		FUND NUMBER da#			
	DATE REQUIRED		DEPARTMENT CODE 407			
DELIVER TO: 203 EAST FERGUSON # 203		SUGGESTED VENDORS: TECHSHARE LOCAL GOVERNMENT CORPORATION				
TYLER TEXAS 75702		DA				
		MAIN RENEWAL Leslie.Argabrite@TechShareTx.gov				
-- 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				
		QUOTE# 1002				
		TECHSHARE PROSECUTOR SOFTWARE				
		AND MAIN AND OPERATIONS FOR				
		SAAS FEES FFS TS PRO				
		JANUARY 2027 THROUGH DECEMBER 202				
		TOTAL 130,404.00				
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.		
10/5/2026		DON BELL		RHONDA LANEY		4769
DATE		DEPARTMENT HEAD		EMPLOYEE NAME		EXTENSION
DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT						

Submit

Techshare Local Government Corporation
450 Century Pkwy Suite 250
Allen, TX 75013-8044
Accounts.Receivable.LGC@TechShareTx.gov



Estimate

ADDRESS
Smith County
Smith County Auditor
200 E. Ferguson, Suite 203
Tyler, TX 75703

ESTIMATE # 1002
DATE 10/01/2026

	DESCRIPTION	QTY	RATE	AMOUNT
FFS - TS PRO Saas Fee	Pursuant to the payment terms outlined in the TechShare.Prosecutor Software as a Service Addendum, Attachment A, please submit payment for the following item: 2027 TechShare.Prosecutor Maintenance and Operations for period January 2027 - December 2027 (12 months)	1	85,404.00	85,404.00
FFS - TS PRO Saas Fee	Storage Cost	1	45,000.00	45,000.00
TOTAL				\$130,404.00

Accepted By

Accepted Date

MASTER INTERLOCAL AGREEMENT FOR SaaS PARTICIPATION IN TECHSHARE

1. Recitals

- 1.1. TechShare is a program whereby Local Governments and state agencies may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources.
- 1.2. The undersigned Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas or another state adopting this Agreement may be referred to in this Agreement individually as "Subscriber" and collectively as "Subscribers."
- 1.3. TechShare is facilitated by TechShare Local Government Corporation ("TechShare LGC") through this Agreement.
- 1.4. Local Governments and state agencies have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry.
- 1.5. Local Governments and state agencies approving this Agreement by formal action of their respective governing bodies desire to share the operation and/or maintenance one or more information technology resources on a subscription basis.
- 1.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Subscribers in their joint endeavor(s).
- 1.7. Each of the Subscribers finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year.
- 1.8. The Subscribers each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;
- 1.9. The Subscribers, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.
- 1.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subscribers and TechShare LGC agree as follows:

2. Definitions

- 2.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this section 2 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement

that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents

- 2.2. "Evergreening" means the process of refreshing software and hardware with new or updated versions to extend the lifecycle of Resources in a cost-effective manner.
- 2.3. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.
- 2.4. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003.
- 2.5. "Participants" means both Stakeholders and Subscribers.
- 2.6. "Resource" means Intellectual Property, personal property, services or knowledge acquired or developed by, or made available to, Subscribers through TechShare.
- 2.7. "SaaS Addendum" means an addendum to this Agreement entered into by TechShare LGC and one or more Subscribers for the Subscribers' use of a Resource.
- 2.8. "SaaS Fee" means the amount paid by a Subscriber for use of a Resource. Each periodic SaaS Fee covers the costs of operating and maintaining the functionality of a Resource, including Evergreening and modifications necessary to address changes in applicable laws, rules or regulations.
- 2.9. "Software as a Service" or "SaaS" means a software delivery model in which the software is obtained on a subscription basis.
- 2.10. "Stakeholder" means an entity sharing a Resource other than a Subscriber.
- 2.11. "Subscriber" means an entity sharing a Resource through a SaaS model.

3. Agreement Supervision and Administration

- 3.1. In addition to providing services as specified in each SaaS Addenda, TechShare LGC will administer this Agreement and may enter into one or more contracts for administrative services as authorized by Tex. Gov't Code § 791.013. Administrative services include:
 - 3.1.1 administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Resource;
 - 3.1.2 providing information to Subscribers and potential Subscribers to increase awareness of TechShare and the opportunities for sharing and collaboration therein;

- 3.1.3 rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;
 - 3.1.4 serving as the communication and distribution center for information related to TechShare;
 - 3.1.5 reviewing and making recommendations on all contracts;
 - 3.1.6 acting as a liaison with federal and state agencies and responding to their inquiries;
 - 3.1.7 computing and providing billings for participation;
 - 3.1.8 filing required forms and reports with state and other governmental agencies;
 - 3.1.9 assisting a Subscriber's auditor and actuary as necessary;
 - 3.1.10 coordinating banking functions and handling deposits and reconciliations;
 - 3.1.11 forming or administering committees.
- 3.2. TechShare LGC shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each Resource.
- 3.2.1. All contracts approved by TechShare LGC with vendors will be exclusively between TechShare LGC and the selected vendors.
 - 3.2.2. TechShare LGC is prohibited from binding any Subscriber to any obligations arising from contracts between TechShare LGC and third-party vendors regarding goods or services, unless expressly approved by a Subscriber's governing body.
- 3.3. This Agreement does not grant to any Subscriber equity rights in any of the assets or property of TechShare LGC unless specifically provided for herein.
- 3.4. The Subscribers intend that TechShare LGC shall operate only within the scope herein set out and have not herein created, as between the Subscribers, any relationship of surety, indemnification, or responsibility for the debt of or claims against any other Subscriber. Nor is such a relationship created between any Subscriber or group of Subscribers and TechShare LGC.
- 3.5. The Subscribers have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of, or claims against, TechShare LGC.
- 3.6. TechShare LGC will not be financially liable to Subscribers for the performance or function of any Resource. In the event of non-performance of a Resource, TechShare LGC will make best efforts within the applicable budget to correct the non-performance.

- 3.7. In addition to SaaS Fees, Subscribers may be required to pay implementation costs for a Resource. Implementation costs will be unique to each Subscriber and will not be shared with other Subscribers.
- 3.8. All SaaS Fees, implementation costs, and other fees or charges assessed by TechShare LGC are payable in advance of services being rendered.
- 3.9. Installation or implementation of a Resource will only be done by TechShare staff or TechShare contractors.

4. Ownership of Data

- 4.1 When use of a Resource involves the shared storage of data or the shared access to data of Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable SaaS Addendum.
- 4.2 Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement and the applicable SaaS Addendum, or another similar agreement in the case of Stakeholders.
- 4.3 Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of any other Participant, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 4.4 In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.
 - 4.4.1 A copy of the request must be forwarded to TechShare LGC within 24 hours of receipt.
- 4.5 Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to TechShare LGC.
- 4.6 It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not share a Resource will remain the custodian(s) of such information and data, unless an applicable SaaS Addendum provides otherwise.

5. Warranties

- 5.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY RESOURCE OR DATA ACCESSIBLE THROUGH A RESOURCE.**

- 5.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**
- 5.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

6. Notice

- 6.1. Any and all notices to be given under this Agreement by a Subscriber or TechShare LGC shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.
- 6.2. A Subscriber may change its address for receiving notification under this Agreement by providing written notice of the change of address to TechShare LGC.
- 6.3. TechShare LGC may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Subscribers.
- 6.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

7. Amendment

- 7.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants.
- 7.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

8. Current Revenue

- 8.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment,

addendum or associated document, shall be paid from current revenues available to the paying Party.

8.2. The Parties warrant that no debt is created by this Agreement.

9. Binding Agreement, Authority, Parties Bound

9.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.

9.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

10. Applicable Law

10.1. This Agreement shall be expressly subject to the Subscribers' sovereign immunity and other governmental immunity and all applicable federal and state law.

10.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

12. Assignment

No Subscriber may assign its rights and duties under this Agreement without the prior written consent of TechShare LGC. Any assignment attempted without such prior consent shall be null and void.

13. Full Agreement

13.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.

13.2. Only upon execution of a SaaS Addendum will a Subscriber have any rights or obligations pursuant to this Agreement.

13.3. This Agreement and any SaaS Addenda executed by a Subscriber shall contain the entire understanding of the Parties with respect to that Subscriber regarding participation in TechShare.

13.4. Each Subscriber acknowledges that the other Participants, or anyone acting on behalf of the other Participants, and TechShare LGC have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

14. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SMITH COUNTY
By: Nathaniel Moran
Title: County Judge Nathaniel Moran
Date: July 16, 2019

ATTEST:
By: Karen Shipps
Title: July 16, 2019

Acknowledgement of SMITH County's Participation in TechShare:

TECHSHARE LGC

BY: _____

Title: Executive Director

Date: / _____

TECHSHARE LGC

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

Executive Director
TechShare Local Government Corporation
500 W. 13th Street
Austin, TX 78701

Software as a Service Addendum

This Software as a Service ("SaaS") Addendum (this "Addendum") is made and entered into by and between TechShare, LGC, a Texas Local Government Corporation ("TECHSHARE"), and Smith County (the "Subscriber") pursuant and subject to the Master Interlocal Agreement for SaaS Participation in TechShare.

DEFINITIONS

- 1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any TECHSHARE holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.5. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.
- 1.6. Current Software Version means the current production version of TECHSHARE's software listed on Attachment A.
- 1.7. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE's then current published specifications.
- 1.8. Documentation means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.
- 1.9. Embedded Third-Party Software means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Addendum, consists of the software set forth on Attachment A labeled as "Embedded Third-Party Software".

- 1.10. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.
- 1.11. Licensed Property means the Licensed Software and the Documentation.
- 1.12. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and (c) any Local Enhancements.
- 1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment B.
- 1.14. Party means, individually, TECHSHARE and Subscriber.
- 1.15. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.
- 1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.17. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Attachment A, which is due and payable as set forth in Section 3.1
- 1.18. Service Level Terms and Conditions means the terms and conditions for TECHSHARE's maintenance and support of the Licensed Software, which can be found at:
- <https://collaborate.cuc.org/display/TSQA/TechShare.Prosecutor+Operations+Services+for+County+Hosted+and+TechShare+Hosted+Applications>
- 1.19. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber's request).

2. TITLE AND LICENSE

- 2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, TECHSHARE hereby grants to Subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third-Party Software) to use the Licensed Property for Subscriber's internal administration, operation, and/or conduct of Subscriber's business operations.
- TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.
- 2.2. License Not Tied to Number of Users. Unless otherwise specified on the Attachment A, the SaaS Fee is based on the number of specific user roles and is not based on the total number of users of the Licensed Property.
- 2.3. Restrictions. Unless otherwise expressly set forth in this Addendum, Subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third

parties an executed TECHSHARE confidentiality Addendum prior to such parties being permitted access to TECHSHARE Confidential and Proprietary Information.

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

2.5. Title.

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

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

(c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

3.1. SaaS Fee. Unless otherwise specified in Attachment A, the SaaS Fee is based on the number of specific user roles. Subscriber agrees to provide TECHSHARE information confirming the number of those roles to permit TECHSHARE to calculate the SaaS fee annually. There will be no mid-term adjustments.

3.2. Invoice and Payment for Professional Services. TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Chief Financial Officer that the Project is closed.

3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees, as set forth in Attachment A, shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.

3.4. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including travel time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.

- 4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.
- 4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.
- 4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly install the Licensed Software either on TECHSHARE's servers or on Subscriber's servers, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon installation, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. Verification Procedure. Upon installation of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.
- 6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.
- 6.3. Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING

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

to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES

- 8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Service Level Terms and Conditions. TECHSHARE may modify the Service Level Terms and Conditions, but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.
- 8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.
- 9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.
- 9.3. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.
- 9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Project Personnel. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- 10.2. Pass-Through of Warranties. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.
- 10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

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

11. LIMITATION OF LIABILITY

TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

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

12. INDEMNIFICATION

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

- (a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an Indemnified Party that alleges that all or any part of the Licensed

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

- (b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

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

14. INSURANCE

TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance protecting TECHSHARE and Subscriber from potential TECHSHARE employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to TECHSHARE's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

- 15.1. Term. The term of this Addendum (the "Term") shall commence on the date specified in Attachment A and continue for the subscription term specified therein. Except as otherwise specified in Attachment A, the term of this Addendum, and the corresponding payment of all SaaS Fees, shall automatically renew for one year unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any renewal term shall be the same as that during the prior term unless TECHSHARE has given Subscriber written notice of any pricing change at

least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

15.2. Early Termination by Subscriber. This Addendum may be terminated by Subscriber prior to the end of the then-current term by Subscriber providing TECHSHARE with (a) ninety (90) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.

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

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

- (i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;
- (ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;
- (iii) breach of Section 9; or
- (iv) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.

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

(c) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid SaaS Fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.

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

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

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Addendum shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by

Subscriber and TECHSHARE's Executive Director assigned to Subscriber's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Subscriber's chief executive officer or other individual reasonably designated by Subscriber and TECHSHARE's Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Addendum, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

- 17.1. Assignment. Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.
- 17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- 17.7. Amendment. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.
- 17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

- 17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.
- 17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.
- 17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.
- 17.14. Force Majeure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- 17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

TECHSHARE

Signature

Printed Name

SUBSCRIBER

Nathaniel Moran
Signature

Nathaniel Moran
Printed Name



Title

Title

County Judge

Date

Date

7/16/2019

Address:

Address:

500 W. 13th Street
Austin, Texas 78701

200 E. Ferguson, Suite 100

Tyler, TX 75702

Attachment A – Resources and Fees

Attachment B – Implementation Work Plan and Costs (Applicable only if implementation services are being provided)

Attachment C – Criminal Justice Information Services Security Addendum

**Attachment A
Resources and Fees**

Commencement Date: January, 1, 2019

Subscription Term: 2 Years

TechShare Resource Licenses:

<u>Resource</u>	<u>No. Prosecutors</u>	<u>Annual Cost/Prosecutor</u>	<u>Annual SaaS Fee</u>
TechShare.Prosecutor Years 1 and 2	14	\$2,999.19	\$41,988.61*

*Note: **Prorated (monthly) for first calendar year based on “go live” date**

Microsoft Azure Hosting Service (Optional)

Included

Total Annual SaaS Fees (2 years): \$83,977.22

Embedded Third Party Software:

- Accusoft Prizm Connect
- GemBox
- EVO PDF Software
- EMC Captiva Scanner

Professional Services Fees for Implementation (one time charges)

Time and Material charges: \$29,228.00

Travel charges: \$ 4,500.00

Total: \$33,728.00

Attachment C
FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

TechShare Local Government Corporation

Signature of Contractor Representative

Date

Printed Name and Title

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

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Signature of Contractor Employee

Date

ATTACHMENT B
IMPLEMENTATION WORK PLAN AND COSTS

TECHSHARE.PROSECUTOR IMPLEMENTATION
SMITH COUNTY

The initial Smith County implementation of TechShare.Prosecutor will be limited to the electronic interaction between the Local Law Enforcement Agency(ies); the Defense Attorneys; and the Criminal District Attorney's office. This includes, and is not limited to, the electronic filing of arrest information, including electronic evidence, from the Law Enforcement Agencies; the management of electronic discovery for the Defense Attorneys; and the electronic interaction between these independent justice entities.

It is understood that the Smith County District Attorney's Office will continue to use their existing case management system for case management for integration with the other justice systems in use within the county.

The implementation approach is structured to ensure Smith County District Attorney's Offices can be up and running on TechShare.Prosecutor for this limited use as soon as possible. In order to achieve this objective, the implementation will focus on the flow of information and electronic evidence among the three major justice entities that will use the system, that is, the Law Enforcement Agencies, Defense Attorneys and the Criminal District Attorney's Office. The implementation team will ensure existing business processes, forms and reports usage for this limited purpose are understood and the changes to the organization, processes, training and roles to use the system for this limited purpose are communicated.

Milestone Dates

Milestone	Due Date
Provide System Orientation	Week 1
Review Current Business Processes	Week 1
Configure Software for Smith County District Attorney's use with the Law Enforcement Agencies and Defense Attorneys	Week 1
Review Configuration with Key Prosecutor Staff	Week 2
Conduct Training and Smoke Test of the Configured Software	Week 2
Go-Live - TechShare.Prosecutor -	Week 3
Go-Live - Defense Portal	Week 3
Go-Live Law Enforcement Agency (LEA) Portal	Week 3

Integrations Required

None or Not Applicable.

Data Conversion Required

None or Not Applicable.

Urban Counties Project Team

Hosted County Implementation Estimated Staffing Chart - TechShare

Implementation Staffing Chart

TechShare Resource	Task	Week 1	Week 2	Week 3	Total Hours	Total Cost
		Hours	Hours	Hours		
Eric Dobbs	Analysis/Configuration	8	8	24	40	
Lacey Cesarz	Configuration/Training	16	32	24	72	
Michelle Zuckerman	Templates/Training	16	32	24	72	
Resource Total		40	72	72	184	
Contingency (25%)	Urban Counties Policy					\$5,846
Travel Costs	Travel			\$4,500		\$4,500
Total Costs						\$33,728

Includes

48 Hours of On-Site Training

Application Configuration

County Templates

Not Included

Data Integration

Data Migration

New Feature Development

Hours worked by TechShare resources will be tracked. Work beyond the total budget, including contingency, will not be performed unless the parties agree to an amendment to this Agreement to address the costs of that additional work.

Payment Schedule

Payment Amount	Description	Due Date – Project Months
\$33,710.00	Professional Services Fees for the Implementation of TechShare.Prosecutor for the Smith County District Attorney's Office as a Subscriber as per the TechShare.Prosecutor Software as a Service	30 Days Following County Approval of Agreement
\$41,988.61	Annual Calendar Year SaaS Fee (Based on twelve months; will be prorated by month for first year based on "go live" date)	30 Days Following County "Go Live" and prorated for first calendar year

Annual SaaS Fee based on a rate of \$2,999.19 per prosecuting attorney with fourteen (14) criminal prosecuting attorneys. Smith County will have full authority to define and manage users of the system including but not limited to prosecution support staff, investigators, law enforcement staff, defense attorneys and the like.

Annual SaaS Fee includes all costs for hosting services, including storage, in the Microsoft Azure Private Government CJIS-Compliant Cloud. Smith County will provide connectivity to the cloud and local network equipment and workstations at County expense. Recommended network speeds can be provided upon request.

Annual SaaS Fee includes level 1 Help Desk support for defense attorneys and level 2 and higher support for County staff and Law Enforcement Agencies. County will provide level 1 Help Desk support for County staff and Law Enforcement Agencies.



TechShare.Prosecutor:

Web-Based Case Management Solution

Who We Are

The Texas Conference of Urban Counties is a non-profit organization composed of 38 member counties that represent approximately 80% of the population of Texas. Established in 2004, TechShare is an innovative program of the Texas Conference of Urban Counties. Our focus is on developing information technology solutions for counties. TechShare projects are collaborative efforts that save counties money by sharing the cost of research, development, operations, and maintenance. These projects produce applications, systems, or other technology assets to enable more efficient processes.

TechShare

Development Center

3300 Duval Road Ste. 250
Austin, TX 78759

Learn More

techshare@cuc.org
www.cuc.org/techshare
techshareblog.com

For questions about

TechShare.Prosecutor

Troy Pickett

TechShare.Prosecutor

Resource Manager

What is TechShare.Prosecutor?

TechShare.Prosecutor is a web-based prosecutor case management software solution. The initial project to build the application began in late 2012 with four Texas counties--Dallas, Midland, Tarrant, and Travis--that had a need for a case management system. The scope of the project also included building a law enforcement agency portal and a defense attorney portal. The portals enable efficient transfer of information between stakeholders in the criminal justice system. Together, all three applications improve visibility and efficiencies throughout the life cycle of a case, saving the county both time and money.

How are counties in Texas benefiting from the system?

Improved efficiency, productivity, document management, and compliance with state regulations are just a few of the benefits counties are seeing with some of the functionality listed below:

- Electronic incident submission
- Electronic case filing
- Electronic reject/return process
- Proving language templates
- Document generation
- Dynamic views
- Task management
- Calendaring
- Case events
- Case tagging
- Charging language templates
- Discovery management and tracking
- Discovery log
- Discovery manifest
- Work product notes
- Plea offers
- Mobile/tablet enabled
- NIEM standards integration
- County administered: workflow, tokens, business units, documents, and permissions

For the counties, by the counties.

County-owned technology solutions to support local communities through cost-effective



TEXAS Conference of

Urban Counties

Customer Testimonials:

Saving our counties time and money



Prosecutor Modules

Incident: enter Incident, upload digital media evidence, submit incidents, view rejected cases, request grand jury subpoena

Intake: receive and/or enter incident, receive and/or upload digital media evidence, assign attorney, make charging decision, select prosing, generate charging instruments

Grand Jury: create grand jury, schedule grand jury, record grand jury decision, generate True Bill or No Bill

Case Management: view cases, view pleas, view digital media evidence, add and/or edit work product notes, tag cases, task management, calendaring, manage discovery

Administration: manage security, manage county configuration, manage document templates, manage expunctions, manage NCIC codes, manage audit trail

Integrations: LEA records management system, jail management system, court case management system, local data repositories

Court Dockets: Less than two minutes per case

"We can now process misdemeanor dockets in less than two minutes per case by generating the required plea and judgment paperwork in TechShare.Prosecutor directly in the court room."

District Attorney, Midland County



Case Intake: Save time entering in daily caseloads

"It used to take more than an hour to enter the daily load of cases and now it takes less than 20 minutes. We have also significantly increased the quality of the data entered into the system."

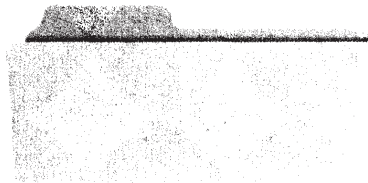
Business Office Manager, Midland County

Case Management: More information on one screen

"Seeing all that information in the header saves so much time. We have been marveling at the idea of having all that information without having to scroll or go through multiple pages like we've done in the past."

Assistant District Attorney, Dallas County

Defense Portal: Virtual access to case files



"The defense portal has given us quick direct access to the cases and files we need...this allows us to get documents without leaving the office."

Defense Attorney, Midland County

Search: Tagging improves search and saves time

"By utilizing the 'immigration' tag in TechShare.Prosecutor, I can locate my entire caseload electronically in seconds..."

Criminal Investigator, Dallas County

Grand Jury: Five hours saved preparing a single session

"I can prepare for a grand jury session in under three hours using TechShare.Prosecutor. It took me eight hours before."

Grand Jury Attorney, Dallas County

Redaction: From minutes to seconds

"The redaction process has been reduced from 30 to 45 minutes to 30 to 45 seconds."

Justice Systems Architect, Dallas County

September 25, 2026

To: TechShare.Prosecutor SaaS Participant – Smith County
From: Rebecca L. Lewis, Executive Director
Re: 2027 TechShare Prosecutor Maintenance & Operations and Storage Update

As we prepare for the 2027 service year, we would like to provide advance notice regarding updates to TechShare Prosecutor's annual Maintenance & Operations (M&O) fees and storage cost recovery approach, as well as an updated SaaS Addendum for participants.

Annual Maintenance & Operations (M&O)

Following a Strategic Review, the TechShare Board approved an adjustment to the annual per-prosecutor user fee from \$1,962 to \$2,588 per licensed prosecutor user, effective January 1, 2027. As a local government organization, TechShare establishes pricing based on the costs of maintaining, supporting, securing, and enhancing the platform, with rates reviewed and approved annually by the TechShare Board.

The per-prosecutor user fee includes access for prosecutors, support staff, law enforcement agencies, and defense attorney users, with no additional licensing fees for these user groups. This pricing model supports broad participation across the criminal justice community while limiting billable licensing to prosecutor user positions.

A portion of the fee also supports cost recovery for the Stakeholder Counties that funded the original development of the platform and continue to support ongoing enhancements to TechShare Prosecutor.

This adjustment represents a one-time realignment to better reflect the actual cost of operating and enhancing the system. Assuming costs remain relatively stable, future adjustments are expected to be limited to periodic cost-of-service increases. Despite this change, TechShare's per-prosecutor user fee remains substantially lower than many comparable private-sector solutions.

Storage Cost Recovery

As Digital Media Evidence (DME) usage continues to grow, storage consumption across the platform has increased significantly. Storage is a direct pass-through expense incurred on behalf of participating agencies, and actual storage costs have periodically exceeded annual estimates due to increasing DME volumes and retention requirements.

To ensure a fair, transparent, and sustainable approach to cost recovery, the TechShare Board has approved an updated SaaS Addendum for 2027 that includes a year-end reconciliation process for actual storage costs. Counties will continue to receive an annual storage estimate for budgeting purposes, with actual costs reconciled at year end.

Your 2027 storage estimate has been developed using current utilization trends and projected growth. Our team is available to review your agency's storage utilization, retention

practices, archiving strategies, and other options that may help manage future storage costs.

Possible areas of review include:

- Current storage utilization and growth trends
- Digital Media Evidence retention practices
- Archiving strategies
- Cold storage options for long-term evidence retention
- Other opportunities to reduce storage-related expenses

Enclosed are a county-specific summary outlining your agency's 2027 Maintenance & Operations fees and, where applicable, storage-related costs; a summary of your agency's storage utilization and associated costs for the past twelve months; and the 2027 SaaS Addendum reflecting the Maintenance & Operations fee updates, storage cost reconciliation provisions, and other administrative changes approved by the TechShare Board. We respectfully request that the Addendum be presented to your Commissioners Court for approval and that an electronic copy of the approved Addendum be returned to Rebecca.Lewis@TechShareTX.gov.

We remain committed to working closely with our partner counties to ensure the continued success and sustainability of the TechShare Prosecutor platform.

Please let us know if you would like to schedule a discussion regarding your agency's specific M&O fees, storage utilization, projected costs, the updated SaaS Addendum, or any questions related to the 2027 updates.

Thank you for your continued partnership and support.

Smith County

2027 TechShare Prosecutor Cost Summary

Annual Fee Summary

Description	Amount
Licensed Prosecutor User Positions	33
Per-Prosecutor User Rate	\$2,588
Annual M&O Fee	\$85,404
2027 Proposed Storage Fee	\$45,000
Estimated 2027 Total	\$130,404

Storage Utilization Summary

Description	Amount
Previous 12 Months Storage Cost	\$45,094.33
2026 Storage Fee	\$45,000.00
2027 Proposed Storage Fee	\$45,000.00

Monthly Storage Costs

September 2025 - August 2026

Month	Cost
Sep 2025	\$3,392.07
Oct 2025	\$3,476.59
Nov 2025	\$3,417.00
Dec 2025	\$3,499.46
Jan 2026	\$3,589.87
Feb 2026	\$3,637.15
Mar 2026	\$3,770.22
Apr 2026	\$3,907.01
May 2026	\$3,946.46
Jun 2026	\$3,974.05
Jul 2026	\$4,208.82
Aug 2026	\$4,275.64
12-Month Total	\$45,094.33

Software as a Service Addendum

This Software as a Service ("SaaS") Addendum (this "Addendum") is made and entered into by and between TechShare Local Government Corporation ("TECHSHARE"), and Smith County (the "Subscriber") pursuant and subject to the Master Interlocal Agreement for SaaS Participation in TechShare.

1. DEFINITIONS

- 1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any TECHSHARE holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.5. Commencement Date means the date specified in Attachment A.
- 1.6. Confidential and Proprietary Information means all Information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include Information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such Information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.
- 1.7. Current Software Version means the current production version of TECHSHARE's software listed on Attachment A.
- 1.8. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE's then current published specifications.

- 1.9. Documentation means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.
- 1.10. Embedded Third-Party Software means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Addendum, consists of the software set forth on Attachment A labeled as "Embedded Third-Party Software".
- 1.11. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.
- 1.12. Licensed Property means the Licensed Software and the Documentation.
- 1.13. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and
(c) any Local Enhancements.
- 1.14. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment B.
- 1.15. Party means, Individually, TECHSHARE and Subscriber.
- 1.16. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.
- 1.17. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.18. SaaS Fee means the "Total Annual SaaS Fee" as set forth on Attachment A, which is due and payable as set forth in Section 3.
- 1.19. Service Level Terms and Conditions means the terms and conditions for TECHSHARE's maintenance and support of the Licensed Software, which can be found in the TechShare.Prosecutor System Support Plan.
- 1.20. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber's request). For purposes of calculating the SaaS Fee, the billable number of Users means the number of named Prosecutor personnel of Subscriber to whom Subscriber assigns a unique user identification and password (each a "Prosecutor User"), measured on a named-seat basis. External participants, including Law Enforcement Agencies and Defense Attorneys, are excluded from the billable User count unless Subscriber expressly designates them as Prosecutor Users. The SaaS Fee is not based on concurrent usage or activity.

2. TITLE AND LICENSE

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

TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS

SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

- 2.2. Restrictions. Unless otherwise expressly set forth in this Addendum, Subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed TECHSHARE confidentiality Addendum prior to such parties being permitted access to TECHSHARE Confidential and Proprietary Information.
- 2.3. Embedded Third-Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third-Party Software; provided, however, that such access to and use of such Embedded Third-Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such Embedded Third-Party Software. All such Embedded Third-Party Software is covered by the SaaS Fee. TECHSHARE shall pass through to Subscriber any and all warranties granted to TECHSHARE by the owners, licensors, and/or distributors of such Embedded Third-Party Software.
- 2.4. Title.
 - (a) TECHSHARE represents and warrants that it possesses the right to license the Licensed Software and all components and copies thereof. Nothing in this Addendum shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to the intellectual property (including, without limitation, TECHSHARE Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by TECHSHARE.
 - (b) All training materials shall be the sole property of TECHSHARE.
 - (c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

- 3.1. SaaS Fee. The annual SaaS Fee is based on the number of Prosecutor Users. The SaaS Fee is a flat per-User fee, as set forth on Attachment A, and includes all services provided under this Addendum, with no separate setup or onboarding fees. The number of billable Prosecutor Users is fixed at the start of each annual term, as of the renewal date, based on the number of licensed Prosecutor Users as of that date. Prosecutor Users added during a term are billed on a prorated basis at the time of the addition. No credit or downward adjustment is made for any reduction in the number of Prosecutor Users during a term; reductions are recognized only at the next renewal. There is no minimum User count and no minimum annual SaaS Fee.
- 3.2. Invoice and Payment for Professional Services. If applicable, TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Controller that the Project is closed.
- 3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a

minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.

- 3.4. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.
- 3.5. Annual Fee Adjustment. Commencing with the first annual renewal term following the Commencement Date, and for each annual renewal term thereafter, the per-User SaaS Fee set forth on Attachment A shall be adjusted by the percentage change in the Employment Cost Index for total compensation for state and local government workers, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics in Table 7 of its quarterly Employment Cost Index news release (the "ECI"). The applicable percentage shall be the twelve-month percentage change shown in the most recently published ECI release available as of January 1 of the renewal year. The adjusted per-User SaaS Fee shall apply for the entire renewal term and takes effect automatically, without the need for an amendment to this Addendum.

4. PROJECT IMPLEMENTATION

- 4.1. Professional Services. If applicable, Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including travel time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.
- 4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.
- 4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.
- 4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly provision and configure a hosted instance of the software for the Subscriber in the CJIS-Compliant environment provided by TECHSHARE and, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon completion of the configuration of the hosted instance, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly functioning, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. Verification Procedure. Upon provisioning of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.
- 6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.
- 6.3. Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for Its Intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING

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

8. MAINTENANCE AND SUPPORT SERVICES

- 8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Section 1.19, above. TECHSHARE may modify the Service Level Terms and Conditions, but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.
- 8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all

conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.
- 9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.
- 9.3. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.
- 9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Project Personnel. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- 10.2. Pass-Through of Warranties. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.
- 10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.
- 10.5. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS ADDENDUM, TECHSHARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11. LIMITATION OF LIABILITY

- 11.1. **TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS TO THE EXTENT ALLOWED BY TEXAS LAW WITHOUT CREATING A SINKING FUND. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).**
- 11.2. **IN NO EVENT SHALL TECHSHARE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS ADDENDUM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.**

12. INDEMNIFICATION

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

omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property Infringement.

- (a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an Indemnified Party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by TECHSHARE, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give TECHSHARE prompt written notice thereof. TECHSHARE shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of TECHSHARE's choice and at TECHSHARE's expense and shall indemnify Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor TECHSHARE in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as TECHSHARE may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.
- (b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

- 13.1. Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to TECHSHARE pursuant to this Addendum are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Commencement Date of this Addendum.
- 13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Addendum.

14. INSURANCE

- 14.1. TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Commencement Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance protecting TECHSHARE and Subscriber from potential TECHSHARE employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury

and property damage) insurance with respect to TECHSHARE's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

15.1. Term. The term of this Addendum (the "Term") shall commence on the date specified in Attachment A. The Term of this Addendum, and the corresponding payment of annual SaaS Fees, shall automatically continue unless Subscriber terminates this Addendum as permitted herein. The annual SaaS Fee may not increase unless TECHSHARE has given Subscriber written notice of the increase at least 90 days before the effective date of the increase, except for the automatic Annual Fee Adjustment set forth in Section 3.5, which takes effect automatically and without the 90-day notice otherwise required by this Section.

15.2. Termination by Subscriber. This Addendum may be terminated by Subscriber by providing TECHSHARE with (a) ninety (90) days' written notice of its intent to terminate, and (b) payment of any fees still due.

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

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

- (i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date the breaching Party receives written notice of such breach,
- (ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;

(b) breach of Section 9; or

- (i) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.
- (c) No Party may terminate this Addendum under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.
- (d) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid SaaS Fees and unpaid fees for professional services under Attachment B. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.

15.4. Effect of Termination. Upon termination of this Addendum for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber's access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, TECHSHARE will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, TECHSHARE Confidential

and Proprietary Information, and other information disclosed or otherwise delivered to Subscriber by TECHSHARE.

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

16. DISPUTE RESOLUTION

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

17. MISCELLANEOUS

- 17.1. Assignment. Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.
- 17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

- 17.7. Amendment. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.
- 17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.
- 17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.
- 17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.
- 17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.
- 17.14. Force Majeure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

- 17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith to the extent allowed by law without creating a sinking fund.
- 17.17. Conflict with ILA. If there is a conflict between any provision of this Addendum and the applicable Master Interlocal Agreement, this Addendum controls.
- 17.18. Audit Trails. TECHSHARE shall not disable audit trail functions in the Licensed Software or alter audit trail information without Subscriber written consent.
- 17.19. Breach Notification. TECHSHARE agrees that upon discovery of unauthorized access to Subscriber data, TECHSHARE will notify Subscriber both verbally and in writing. In no event shall the notification be made more than forty-eight (48) hours after TECHSHARE knows or reasonably suspects unauthorized access has or may have occurred. In the event of a suspected unauthorized access, TECHSHARE agrees to reasonably coordinate with Subscriber to investigate the occurrence.
- 17.20. Location of Data Center. All Subscriber data will remain in the 48 contiguous United States at all times.

(Signature Page to Follow)

TECHSHARE

SMITH COUNTY SUBSCRIBER

Rebecca L. Lewis

Signature

Rebecca L. Lewis

Executive Director

Title

September 25, 2026

Date

Address:

450 Century Parkway, Suite 250

Allen, Texas 75013

Signature

Honorable Neal Franklin

County Judge

Title

Date

Address:

200 E. Ferguson, Suite 100

Tyler, Texas 75702

Attachment A – Resources and Fees

Attachment B: – Implementation Work Plan and Costs (Applicable only if implementation services are being provided)

Attachment C – Criminal Justice Information Services Security Addendum

Attachment A Resources and Fees

County/Agency: Smith County

Commencement Date: January 1, 2027

Annual SaaS Fee per Prosecutor user The annual SaaS Fee is based on the number of \$2,588
Prosecutor Users, charged at the flat per-User rate set
forth below. The number of billable Prosecutor Users
and any adjustments thereto are determined as set
forth in Section 3.1. The per-User rate is subject to the
Annual Fee Adjustment set forth in Section 3.5.

<u>Resource</u>	<u>Users</u>	<u>Total</u>
TechShare.Prosecutor SaaS with Microsoft Azure Hosting Service (twelve months)	33	\$85,404
Storage		\$45,000
Total Cost		\$130,404

Embedded Third Party Software:

- GemBox
- EVO PDF Software
- EMC Captiva Scanner
- OpenText
- Send Grid

Payment Schedule

No	Description	Amount	Payment Term
1	2027 TechShare.Prosecutor SaaS with Microsoft Azure Hosting and Storage Services	\$130,404	Thirty days after invoice



Attachment B
Implementation Work Plan and Costs

Not Applicable

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor:

TECHSHARE LOCAL GOVERNMENT CORPORATION

Rebecca L. Lewis *Rebecca L. Lewis*

September 25, 2026

Printed Name/Signature of Contractor Representative

Date

TechShare Local Government Corporation Executive Director

Organization and Title of Contractor Representative

6

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/12/2026	Submitted by: Don Bell
Meeting Date: 10/20/26	Department: Information Technology
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Juvenile PRI Phone Services	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve an agreement with Optimum Business for PRI Phone Services at Juvenile Services and authorize the County Judge to sign all related documentation	
Background: Smith County Juvenile Services currently has services with ATT for their phone system. We have received notification that these services will be decommissioned by ATT and no longer provided and are requesting to move this service to Optimum Business where the county's other PRI services are being provided. A PRI services is a "grouping" of telephone lines that are shared at that facility.	
Financial and Operational Impact: The cost for a PRI at Juvenile Services with Optimum is \$447.00 per month and the current cost with ATT is \$2350 per month for a savings of \$1,903 per month or \$22,836 annually.	
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 # _____



Service Agreement/ Order Form

Date: 9/9/2026

Customer Information

Customer Status: COS

Customer Name: Smith County Master Account

Billing Address: 200 E FERGUSON ST TYLER TX 75702-5962 07
Street Address Suite City State Zip Code

Billing Contact: Colton Sheffield Phone 903-590-4788 Email csheffield@smith-county.com

Order Contact: Colton Sheffield Phone 903-590-4788 Email csheffield@smith-county.com

Optimum Contact: Michelle Thomason Phone (903) 245-7430 Email michelle.thomason@optimum.com

Optimum Services

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

Order Type: Change (Service)
Service Location Type: LIT
'A' Location: 2630 MORNINGSIDE DR TYLER TX 75708
Demarc: 1st Floor Equipment Room

Account #: 7086458011
Service Location Type:
'Z' Location:
Demarc:
Type II : ☐

	Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
5K Additional Long Distance MOU Package 5000	\$0.00	1	\$0.00	\$0.00
PRI - 23 (B) Channels	\$184.00	1	\$184.00	\$0.00
DID - Block of 20	\$3.00	11	\$33.00	\$0.00
CACC/EUCL for PRI/SIP	\$30.00	1	\$30.00	\$0.00
PRI - 2 Way Trunk Base	\$200.00	1	\$200.00	\$0.00

Service Term: 3

Total Monthly Recurring Charge: \$ 447.00

Total Installation Charge: \$ 0.00

For Internal Use Only
Sales Promotion: 26Q3Cu1FM: F

Remarks

Credit PROMO: customer will receive one month free annually.

Promotion:
Must be Fiber service and available with the purchase of all speeds.
Valid for speeds up to 10 Gbps/Minimum 2-year term
Free service is for the duration of the contract and can be combined with Proactive Monitoring/DDOS. promotion for Q3.
Excludes Type II, MSA Customers, Co-Terminus service agreements (unless approved by RVP), MSA customers and Carrier*
Customers will see the MRC on the contract and invoice and there will be a credit to zero out the MRC on the invoice.
Conversions from coax to fiber do not apply.
Only includes incremental revenue on new or upgraded services renewal. Value not to exceed \$5K per month.
Credits to begin on first full month's invoice and will appear on the 1st, 13th, 25th, 37th and 49th invoice based on the term.
Standard business case and target thresholds apply. All non-standard promotions require a contract change request for custom language
To be eligible for the eligible for the offer, customer must not have an outstanding balance.
Offer valid through September 30, 2026.

Terms and Conditions

After the end of your promotional period, your price will be our standard rates which can be found at optimum.net/pricing.

Subscription continues and renews automatically each month until canceled. Cancel any time at **866-200-7186** or by logging into account at optimum.net. Cancellation effective at end of then-current billing period except in CT, NJ and WV.

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ('Optimum' or 'Optimum Business') and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at <https://www.optimum.com/terms-of-service/business> Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement

Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cequel Communications, LLC (Optimum Business)

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

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

concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.
10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.
11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.
 - a. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
 - b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.
 - c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
 - d. **Operation of Equipment.** Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
 - e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
 - f. **Software.** Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
 - g. **Repair.** Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer

Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

- 12. Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.
- 13. Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.
- 14. Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.
- a. SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.
- b. Emergency Calling Services (E911) for Hosted Voice Service:** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.
- 15. Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
- 16. Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.
- 17. Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.
- 18. Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.
- 19. Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.
- 20. Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
- 21. Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
- 22. Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
- 23. Telephone Communications Regarding Customer Account or Service.** **Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at <http://www.Optimum.com>.
- 24. No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

25. No Assignment. This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

26. No Warranty; Limitation of Liability. Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided- Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

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

27. Indemnification. Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

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

29. BINDING ARBITRATION. Please read this section carefully. It affects Customers rights

a. Agreement to Arbitrate Disputes. Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
- Claims that arose before this or any prior Agreement; and
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

b. Opting Out of Arbitration. IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMER'S NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than \$50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of \$1,000 or less, Customer's share of the fees will be capped at \$100, and If Customer is seeking claims of between \$1,001-\$10,000, Customer's share of such fees will be capped at \$200. If Customer is seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. Governing Law. Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of New York.

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

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

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

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

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

Exhibit A

No credit allowance will be made for:

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

7

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/7/2026	Submitted by: Gary Pinkerton
Meeting Date: 10/20/2026	Department: Jail
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Office of Court Appeals: Public Safety Report System API Integration Grant	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to apply for the Office of Court Appeals: Public Safety Report System API integration grant.	
Background: This grant program provides reimbursement for eligible costs associated with integrating local jail management systems (JMS) and/or case management systems (CMS) with the PSRS via Application Programming Interfaces (APIs). Rules for setting bail amounts in Texas are set in the Code of Criminal Procedure, Chapter 17. The 87th Texas Legislature established PSRS as part of that chapter. Magistrates must use PSRS when setting bail for defendants charged with felonies and Class A or B misdemeanors. OCA is assigned responsibility for developing and maintaining PSRS.	
Financial and Operational Impact: OCA and the PSRS vendor provide PSRS and PSRS API access at no charge to county and municipality users.	
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 # _____



OCA

PSRS

PUBLIC SAFETY
REPORT SYSTEM

GRANT OPPORTUNITY FUNDING NOW AVAILABLE

The Office of Court Administration is offering reimbursement funding to help eligible jurisdictions connect their jail or case management system with the Public Safety Report System (PSRS).

One Connection. Fewer Steps. Faster Workflows.

WHY INTEGRATE?

API integration can help your jurisdiction:

- Reduce duplicate data entry
- Improve accuracy and timeliness
- Streamline workflows
- Save time and resources

WHO SHOULD APPLY?

Courts, jails, pretrial services, magistrates, and other local jurisdictions in Texas that use a jail or case management system and are currently entering information manually into PSRS.



LEARN MORE & APPLY

Visit the PSRS API webpage for details, eligibility, and the direct link to apply.

txcourts.gov/bail/psrs-api/

Questions?

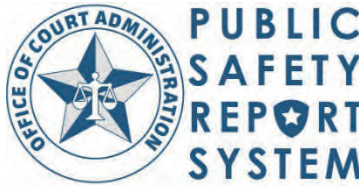
GRANT QUESTIONS

Contact Antonia Casarez,
OCA Grant Specialist
Antonia.Casarez@txcourts.gov

PSRS / API QUESTIONS

Email the Bail and Pretrial team
bail@txcourts.gov

FUNDING AVAILABLE ON A REIMBURSEMENT BASIS.



Public Safety Report System API Integration

Request for Grant Applications (RFGA)

October 5, 2026

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Invitation

The Office of Court Administration (OCA) invites eligible Texas counties and municipalities to submit applications for funding through the Public Safety Report System (PSRS) API Integration Grant. This grant program provides reimbursement for eligible costs associated with integrating local jail management systems (JMS) and/or case management systems (CMS) with the PSRS via Application Programming Interfaces (APIs).

Grant awards are subject to the availability of appropriated funds and will be made in accordance with the eligibility requirements and evaluation criteria contained in this Request for Grant Applications (RFGA). If, in OCA's judgment, grant applications are forecast to exceed available funds, OCA may offer partial awards or implement ranking in evaluation applications.

Questions regarding this RFGA should be sent to OCA Grant Specialist Antonia Casarez, Antonia.Casarez@txcourts.gov. To ensure fairness to all applicants, OCA will distribute responses to questions that affect all applicants via the OCA PSRS API website: <https://www.txcourts.gov/bail/psrs-api/>.

Questions regarding PSRS and PSRS API generally should be sent to bail@txcourts.gov.

Background

Rules for setting bail amounts in Texas are set in the Code of Criminal Procedure, Chapter 17. The 87th Texas Legislature established PSRS as part of that chapter. Magistrates must use PSRS when setting bail for defendants charged with felonies and Class A or B misdemeanors. OCA is assigned responsibility for developing and maintaining PSRS.

Without APIs, PSRS users will manually enter data that is already available and be forced to enter the same data into multiple systems. This duplicate data entry potentially delays the availability of critical information, unnecessarily increases administrative workload and invites data errors.

Texas Code of Criminal Procedure Article 17.021(h) requires the PSRS to be configured to allow integration with county or municipality JMS and CMS software.

OCA and the PSRS vendor have done so via authorized APIs as an efficient and secure method. The 89th Texas Legislature funded grants for OCA to reimburse counties and municipalities for these costs, creating this grant program in recognition of the local investment required.

OCA and the PSRS vendor provide PSRS and PSRS API access at no charge to county and municipality users.

Article 17.021(h-1), Texas Code of Criminal Procedure

The office may provide grants to reimburse counties and municipalities for costs related to integrating the systems described by Subsection (h). The office is not required to provide a grant under this subsection unless the office is appropriated money for that purpose. This subsection expires August 31, 2027.

Purpose

The purpose of the PSRS API Integration Grant is to assist counties and municipalities in implementing secure system-to-system connectivity between their local jail management or case management systems and the Public Safety Report System. By reducing duplicate manual entry and facilitating the automated exchange of approved information, API integration supports more efficient workflows, improves data quality, enhances the timeliness of information available within PSRS, and promotes greater statewide consistency. Through this grant opportunity, OCA seeks to encourage adoption of API connectivity with the PSRS while helping local jurisdictions offset eligible costs.

Eligible Applicants

Eligible applicants are Texas counties and municipalities, including their departments, offices, or divisions, that use the PSRS and maintain a CMS or JMS. Applicants must be the entity with a contractual relationship with CMS or JMS vendor, the entity holding a maintenance or support contract for their CMS or JMS, or must be otherwise authorized to approve API work for their CMS or JMS. Applicants must upload supporting documentation to that effect or affirm they qualify.

Examples of eligible applicants include:

- Court administration offices
- County governments
- Justice of the Peace Courts
- Magistrate courts
- Municipal governments
- Sheriff's offices

Eligible Expenses

Grant funds may be used only to reimburse reasonable and necessary costs to integrate jail management systems and case management systems with PSRS.

OCA has established a single deadline for reimbursable expenses and requests for reimbursement of June 30, 2029. No expenses incurred after this date will be eligible for reimbursement. OCA will issue all grant awards by August 31, 2027.

Eligible expenses may include:

- Configuring/developing an existing API-capable CMS/JMS to integrate specifically with PSRS.
- Hourly software development and API integration costs
- Deliverable-based software development and API integration costs
- Vendor implementation and configuration services
- Information technology consulting services
- Data mapping and migration required for integration
- System testing and validation
- Staff training directly related to the integrated solution
- Project management costs directly attributable to the implementation

Ineligible Expenses

Grant funds may not be used for:

- Costs unrelated to integrating PSRS and the CMS or JMS
- Ongoing costs, including licensing costs
- Any expense outside the approved grant budget
- Expenses incurred after June 30, 2029

Technical Requirements

Applicants shall provide, to the best of their ability, all relevant information regarding their CMS or JMS, including vendor and product name and version. Applicants must comply with OCA's PSRS API specifications, testing, security standards and acceptance criteria. API access must be coordinated with OCA and the PSRS vendor. Instructions on requesting API access may be found at the OCA PSRS website, including requests for the PSRS Interface Specification and PSRS API Technical Documentation:

<https://www.txcourts.gov/bail/psrs-api/>

Applicants may use the following model language when requesting quotes or work orders for PSRS API integration to their CMS or JMS, replacing the highlighted fields as appropriate:

Applicant seeks to implement API integration between the Public Safety Report System (PSRS) and our **case management and/or jail management system** to enable secure data exchange and render unnecessary duplicate data entry or manual transfer of information.

Applicant requests a quote for the one-time costs to develop, configure, test, and implement the API integration. The quote should be provided using one of the following approaches:

- Fixed-price deliverable: One total amount that includes all costs necessary for the API integration, whether as a single deliverable or divided into milestones; or
- Time with a not-to-exceed amount: A specified number of hours, applicable hourly rate(s), and a total not-to-exceed amount for the API integration.

The quote shall represent the vendor's expected total cost to complete the API implementation and must exclude ongoing or recurring costs, such as maintenance, support, licensing, subscriptions, transaction fees, or other operational expenses.

More information on technical requirements and PSRS more broadly may be requested by email to bail@txcourts.gov. OCA will coordinate work among CMS/JMS vendors, applicants and the PSRS vendor.

Application Process

Applications must be submitted online through OCA's grant application portal at <https://txcourts-tidc.fluxx.io>. No paper applications will be accepted. Applications must be complete at the time of submission. Incomplete or nonresponsive applications may be rejected without further consideration.

A complete application consists of the online application and an uploaded copy of the PSRS API Integration Grant Terms. The PSRS API Integration Grant Terms must be signed by an authority eligible to contract on the applicant's behalf.

Project Narrative

Applications must include a project narrative describing the following, not to exceed 500 words:

- Description of current system limitations
- Description of existing JMS and/or CMS
- Project implementation approach
- Project timeline with anticipated milestones

Project Budget

Applications must include a project budget and a narrative including the following, not to exceed 500 words:

- Total project budget with description, showing that the whole budget is eligible and no ineligible expenses are included
- Procurement plan (i.e., demonstration that the planned expenditure complies with applicable purchasing rules)
- Plan for maintaining the integration after the end of grant funding

Applications must include a vendor quote or work order with pricing in support of the project budget.

JMS/CMS Contract Information

Applications must include supporting documentation showing their authority to undertake work contemplated by the grant. This may take the form of a contract with their CMS or JMS vendor, a maintenance or support contract for their CMS or JMS software, or failing either of those, a signed statement they are authorized to undertake API work on their CMS or JMS.

Selection Criteria

Applications will be evaluated using the following criteria:

Narrative

Current business processes and system limitations to be addressed by PSRS API integration.

Project Readiness

- Implementation timeline
- Description of technical readiness
- Organizational commitment
- Plan to manage and complete the project within the grant period

Budget

- Clearly support project objectives
- Adequate justification for requested expenses
- Demonstration of responsible stewardship of grant funds

Sustainability

Plans for PSRS API integration maintenance after grant funding has ended.

For responsive applications, funding decisions will be based on available appropriations, applicant eligibility, completeness of the application, and the selection criteria described above.

OCA reserves the right to request additional information or clarification during the review process.

Award

Applicants selected for funding will receive a Notice of Grant Award from OCA. The Notice of Grant Award will function in tandem with the submitted application to form an interlocal agreement between the grantee and OCA. OCA will issue all awards by August 31, 2027.

Grant recipients agree to comply with all applicable grant requirements, complete the approved project within the grant period, maintain proper documentation, and submit all required reports and reimbursement requests.

Expense Reimbursement and Reporting

By statute, grant funds under this program can only reimburse expenses. Advance payment to grantees is not available.

Reimbursement requests shall be submitted via the OCA grant portal. They must include an itemized, detailed invoice and proof of payment. Grantees must file at least one report per year, even if no reimbursement is sought.

OCA may require electronic payment to grantees by direct deposit. All applicants must fill out an Application for Texas Identification Number form AP-152. OCA will furnish required forms for payment to grantees.

Grant funding under this program expires August 31, 2029. OCA has established a final deadline of June 30, 2029 for reimbursement requests from grantees. Grantees must communicate requests for extensions beyond that date before the deadline.

Final reimbursement requests must include supporting documentation demonstrating that the vendor completed the work, the grantee accepted the work and API integration has been successfully implemented in the CMS or JMS.

Reimbursements shall not exceed the approved grant award amount or actual incurred costs, whichever is less.

OCA reserves the right to verify completion of the integration or request additional supporting documentation before approving reimbursement.

Grant Award Modifications

OCA will open grant awards modifications (GAM) should they become necessary. Inquiries regarding GAMs should be communicated to OCA's grant specialist Antonia Casarez at Antonia.Casarez@txcourts.gov before submission.

After preclearance by OCA, GAMs must be submitted through the grant portal. Grantees must provide sufficient detail to justify the GAM along with an explanation of why it is necessary. GAM acceptance is conditional on available funding and OCA discretion.

Application Deadline

Applications will be accepted through Friday, July 16, 2027. OCA may close the application period early if awarded grants meet the overall grant budget.

Public Safety Report System API Integration Grant Terms

By signing these Terms and submitting an application for the Public Safety Report System API Integration grant (“Grant”) to the Texas Office of Court Administration (“OCA”), the undersigned (“Applicant”) agrees to the following:

Applicant will observe all applicable requirements of the Texas Grant Management Standards developed under Texas Government Code Chapter 783, published by the Texas Comptroller of Public Accounts and available at <https://comptroller.texas.gov/purchasing/grant-management/>;

Applicant will complete OCA-provided financial forms after award before requesting reimbursement;

Applicant understands that a violation of any term may result in OCA placing a temporary hold on funds, permanently de-obligating all or part of the grant award, requiring reimbursement for grant funds already spent, or barring Applicant from receiving future awards;

Applicant will promptly report to OCA any deviations from the approved budget or difficulties in achieving Grant objectives and request prior approval for budgetary changes; and

Applicant acknowledges grant funding under this program expires August 31, 2029. Reimbursable expenses and reimbursement requests must be submitted by June 30, 2029. Applicants must communicate to OCA before the deadline any requests for extensions.

Applicant understands that funds distributed by OCA under the Grant shall only reimburse actual, allowable expenses, agrees not to request advance payments or submit reimbursement for or apply funding toward unallowable expenses, and that disbursement of funds is subject to the availability of funds, and accepting an awarded Grant binds Applicant by the terms in this document and the Public Safety Report System API Integration Request for Grant Applications.

Statutorily Required Terms

Applicant represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor

or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application”;

Applicant represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;

Applicant represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database;

If Applicant has access to any state computer system or database, Applicant shall complete cybersecurity training and verify completion of the training program to OCA pursuant to and in accordance with Section 2054.5192 of the Government Code;

Applicant certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration;

Applicant agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas;

Applicant represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations;

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties (i.e., Applicant and OCA) to resolve any dispute arising under the agreement;

Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control;

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not (1) the executive head of OCA, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of OCA, or (3) a person who employs a current or former executive head of OCA;

Applicant certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code §2.102(a) in an action brought by the Attorney General under Texas Government Code §2.104. If Applicant is currently being sued under Texas Government Code §2.104 or is sued under this section at any point during the duration of this grant, Applicant agrees to immediately disclose the lawsuit and its posture to OCA;

Applicant understands that all obligations of OCA under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to OCA if such funds are not appropriated or become unavailable;

APPLICANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OCA, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF APPLICANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY APPLICANT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND APPLICANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. APPLICANT AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM;

If Applicant is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Applicant represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules;

Applicant represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Applicant to act in connection with the Application and to provide such additional information as may be required;

Applicant acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code;

Applicant represents and warrants that OCA's payments to Applicant and Applicant's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures;

Applicant represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Applicant represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Applicant shall promptly notify OCA;

The Parties (i.e., Applicant and OCA) expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by OCA or the State of Texas of any immunities from suit or from liability that OCA or the State of Texas may have by operation of law;

Applicant represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law;

Applicant represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling;

Applicant certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Applicant is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Applicant must immediately disclose the lawsuit and its current posture to OCA;

Applicant understands that OCA will comply Rule 12, Public Access to Judicial Records, of the Rules of Judicial Administration as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Rule 12. In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State;

Applicant represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports;

Applicant shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Applicant for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. OCA reserves the right to direct an Applicant to retain documents for a longer period of time or transfer certain records to OCA custody when it is determined the records possess longer term retention value. Applicant must include the substance of this clause in all subawards and subcontracts;

For the time period specified in Section 441.1855 of the Texas Government Code, Applicant shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Applicant must include the substance of this clause in all subcontracts;

Applicant represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office;

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit; and

Applicant represents and warrant that it will monitor the activities of a subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

Affirmed with authority to sign on behalf of Applicant:

Name: _____

Organization: _____

Date: _____

In lieu of signature, approval by a governing body may be provided by attaching meeting minutes or similar documentation.

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/12/2026	Submitted by: Jennafer Bell
Meeting Date: 10/20/2026	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Minutes - September 2026	
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 September 2026.	
Background: See attached.	
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:	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 SEPTEMBER 2026 A.D.
ACCEPTED THE 20TH DAY OF OCTOBER 2026 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



36-26
**COMMISSIONERS COURT
MINUTES
September 1, 2026**

On Tuesday, September 1, 2026, 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 AM

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**

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

Bob Brewer #4, Dalila Reynoso #9, Brenda Bamburg #4 & #9

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming September 2026, as "Deaf Awareness Month" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

2. Receive burn ban update from Fire Marshal Chad Hogue.
No Action Necessary.

COURT ORDERS

SHERIFF'S OFFICE

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a revised Texas Anti-Gang Center (TAG) Resolution for FY2027 adding financial officer, Timothy Hollis, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to accept the Office of the Governor Public Safety Office Body Worn Camera Program FY2027 Grant Award, in the amount of \$138,687.61, with a cash match of \$46,229.21, for the benefit of the Smith County Sheriff's Office and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

COMMISSIONERS COURT

5. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a Resolution for the online auction of personal property seized pursuant to a tax warrant issued as authorized by Texas Tax Code, §33.25 (b & c).
Passed 5-0; Abstain: (None); Absent: (None).

DISTRICT CLERK'S OFFICE

6. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the District Clerks request for a part-time position using the Clerks Records Management fund.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

7. 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:
 - a. Final Plat for the H and J Subdivision, Unit 2, Precinct 3; and
 - b. Re-Plat for Star Mountain Ranch, Phase 1, Precinct 3.*Passed 5-0; Abstain: (None); Absent: (None).*

AUDITOR'S OFFICE

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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

9. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.
No Action Necessary.

ADJOURN: 10:10AM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/12/26

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 September 1, 2026.


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

10-12-26
Date





37-26
**COMMISSIONERS COURT
MINUTES
September 8, 2026**

On Tuesday, September 8, 2026, 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 AM

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**

County Judge Neal Franklin

V. PUBLIC COMMENT

None

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a resolution proclaiming September 19, 2026, as "Puppy Mill Awareness Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

2. Receive burn ban update from Fire Marshal Chad Hogue.
No Action Necessary.

COURT ORDERS

PURCHASING

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve an Interlocal Cooperative Agreement between Smith County and Denton County in accordance with Texas Government Code, Chapter 791 (Interlocal Cooperation Act), and authorize the County Judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the amendment to an existing agreement with ESD2 to authorize the Information Technology GIS department to provide mapping and support services for adjacent counties outside of Smith County for dispatch services and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for one vehicle for East Texas TAG and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

6. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to allow the County Auditor to amend the FY26 budget to reflect the receipt of revenue not anticipated before the adoption of the budget and not included in the budget for FY26 (TX LGC 111.07075).
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COMMISSIONERS COURT

7. Receive monthly reports from Smith County departments.
No Action Necessary.

ROAD AND BRIDGE

8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the:
 - a. Re-Plat for the Cole, Prewitt and Rudisill Addition, Lot 1, Precinct 1, and
 - b. Re-Plat for East Shores Estates, Unit 6, Precinct 2.*Passed 5-0; Abstain: (None); Absent: (None).*

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

- a. County Road 189, Brightspeed, install conduit and aerial cable, Precinct 1,
- b. County Road 137, Etex Telephone Cooperative, Precinct 1,
- c. County Road 133, Conterra Ultra Broadband LLC, install underground fiber optic and road bore, Precinct 1,
- d. County Road 133, 140, 1327, 1377 and 1360, Metronet, install underground fiber optic cable and road bore, Precinct 1,
- e. County Road 169, 1363, 1323, 1332, 148, 1354 and 1339, Metronet, install underground fiber optic cable and road bore, Precinct 1,
- f. County Road 1383, 1337, 1350, 1215 and 1350, Metronet, install underground fiber optic cable and road bore, Precinct 1,
- g. County Road 168 and 148, Kinetic Solutions LLC, install aerial fiber optic cable, Precinct 1,
- h. County Road 191, 1313, 1262, 1287, 1170, 1182 and 1178, install aerial fiber optic cable, Precinct 1,
- i. County Road 285, 287 and 2127, Kinetic Solutions LLC, install fiber optic cable and road bore, Precinct 2,
- j. County Road 2221, Kinetic Solutions LLC, install fiber optic cable and road bore, Precinct 2,
- k. County Road 431, City of Lindale, install water line and road bore, Precinct 3,
- l. County Road 235, Jackson Water Supply Corporation, install water line, Precinct 3,
- m. County Road 4212, Oncor Electric, install poles, Precinct 3, and
- n. County Road 245 N, West Gregg SUD, install water line, Precinct 3.

No Action Necessary.

AUDITOR'S OFFICE

10. Receive County Auditor's Report and Executive Summary for July 2026.

No Action Necessary.

11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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: 9:59AM

Meeting adjourned by County Judge Neal Franklin.

Commissioners Court reconvened Open Session at 10:01AM to formally vote on agenda item 11.

Commissioners Court adjourned Open Session at 10:01AM.

ADJOURN: 10:01AM

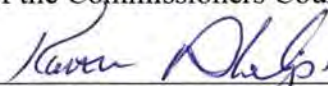
Meeting adjourned by County Judge Neal Franklin.

Date: 10/12/24

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 September 8, 2026.


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

10-12-2024
Date





38-26
COMMISSIONERS COURT
MINUTES
September 15, 2026

On Tuesday, September 15, 2026, 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 AM

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

Brother Brian Hawkins from Flint Baptist Church

V. PUBLIC COMMENT

Kristi Freeman #1, Bob Brewer #7, Patricia Cryer #1, Thomas Fabry #1, Dalila Reynoso #1

OPEN SESSION: 9:30 AM

Agenda item 7 moved to 1

RESOLUTION

1. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming September 17-23, 2026, as "Constitution Week" in Smith County.
Passed 4-0; Abstain: (None); Absent: (None).

PUBLIC HEARING: 10:10AM

2. Receive input regarding the FY27 Proposed Budget and Proposed Tax Rate; discuss and consider the same.
No Action Necessary.

TAXPAYER IMPACT STATEMENT
Texas Government Code, §551.043(c)(2)

	2026 Adopted Tax Rate	2027 No-New- Revenue Tax Rate	2027 Proposed Tax Rate
Total Tax Rate (per \$100 value)	0.364231	0.357640	0.392898
Median Homestead Taxable Value	\$238,399	\$255,355	\$255,355
Tax on Median Homestead	\$868.32	\$913.25	\$1,003.28

* 2027 Proposed Tax Rate could be adjusted downward to 0.374088 and Tax on Median Homestead downward to \$955.00 based on payment of debt service from unincumbered funds.

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt the FY27 Proposed Budget.
Passed 3-1; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2); Opposed: (Commissioner Christina Drewry – Precinct 1).
4. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway – Precinct 4 to adopt the 2026 Maintenance & Operating Tax Rate of 0.317617 per 100 dollars of taxable dollars.
Passed 3-1; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2); Opposed: (Commissioner Christina Drewry – Precinct 1).
5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt the 2026 Debt Service Rate of 0.056471 per 100 dollars of taxable dollars.
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 ratify the property tax increase to .374088 per 100 dollars of taxable dollars from raising more revenue from property taxes than in the previous year.
Passed 3-1; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2). Opposed: (Commissioner Christina Drewry – Precinct 1)

7. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt the FY27 Salary Scales.
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

PRESENTATION

8. Receive burn ban update from Fire Marshal Chad Hogue.
No Action Necessary.

COURT ORDERS

PURCHASING

9. Consider and take necessary action to award contracts for the following bids and authorize the county judge to sign all related documentation:
 - a. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award contract to AE Schull & Company in the amount of \$1,575,496.90 for RB-05-26 Road Improvements to CR 334 (US 271 to FM 2015),
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).
 - b. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to award contract to AE Schull & Company in the amount of \$745,377.75 for RB-07-26 Road Improvements to CR 1139 (Spur 364 to Dead End),
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).
 - c. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award contract to LoneStar Equipment Company in the amount of \$1,490,899.60 for RB-08-26 Road Improvements to CR 1130, CR 1227 & CR 1141.
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).
 - d. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to award contract to Lonestar Equipment Company in the amount of \$590,315.25 RB-09-26 Road Improvements to CR 1354 & CR 1274 (Knollwood Drive).
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

SHERIFF'S OFFICE

10. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a grant from the Texas Department of Transportation in the amount of \$108,811.00 for Selective Traffic Enforcement Program (STEP).
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the 2027 Sheriff's and Constable Fees for Smith County, pursuant to Texas Local Government Code, Section 118.131, and authorize the county judge to sign all related documentation.

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

RECURRING BUSINESS

AUDITOR'S OFFICE

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 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).

Commissioners Court recessed Open Session at 11:18AM 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, 551.076, and 551.0761. 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 551.071 CONSULTATION WITH ATTORNEY

13. Receive update and briefing regarding the status of all pending litigation and claims involving Smith County.

Commissioners Court closed Executive Session at 12:41PM and reconvened Open Session.

ADJOURN: 12:41PM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/12/24

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 September 15, 2026.

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

10-12-2026
Date



39-26
**COMMISSIONERS COURT
MINUTES
September 22, 2026**

On Tuesday, September 22, 2026, 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 AM

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**

Commissioner John Moore – Precinct 2

V. PUBLIC COMMENT

Bob Brewer #7

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming September 20-26, 2026, as “National Community Emergency Response Team (CERT) Week” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

2. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a resolution proclaiming September 20-26, 2026, as “PATH Week” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a resolution proclaiming September 25, 2026, as “Roundup Day” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

4. Receive burn ban update from Fire Marshal Chad Hogue.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a Contract for Legal Services for Smith County Mental Health Patients, FY 2027 between Smith County and Richard Patteson and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF’S OFFICE

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and ratify the FY2027 Solid Waste Grant Program Agreement between Smith County and East Texas Council of Governments (ETCOG).
Passed 5-0; Abstain: (None); Absent: (None).

ELECTION’S OFFICE

7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Notice of Election for the November 3, 2026, General Election.
Passed 5-0; Abstain: (None); Absent: (None).

JUVENILE SERVICES

8. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the donation of a "Tiny Home" constructed by students at the H.O.P.E. Academy to Calvary Commission, pursuant to Texas Local Government Code, § 263.152.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

9. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to award a contract to Wellborn Mechanical Services for 31-26 HVAC Services for Smith County and authorize the County Judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COUNTY CLERK

10. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Commissioners Court minutes for August 2026.
Passed 5-0; Abstain: (None); Absent: (None).

11. Receive Commissioners Court recordings for August 2026.
No Action Necessary.

ROAD AND BRIDGE

12. 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:
- a. Final Plat for the F.M. 344 South Subdivision, Unit 2, Precinct 1,
 - b. Final Plat for Coyote Canyon, Precinct 3, and
 - c. Re-Plat for Wild Estates, Unit II, Precinct 3.
- Passed 5-0; Abstain: (None); Absent: (None).*

AUDITOR'S OFFICE

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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: 10:06AM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/12/24

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 September 22, 2026.



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

10-12-2026

Date





40-26
**COMMISSIONERS COURT
MINUTES
September 29, 2026**

On Tuesday, September 29, 2026, 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 AM

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**

Commissioner J Scott Herod – Precinct 3

V. PUBLIC COMMENT

Kristi Freeman #9

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve a resolution proclaiming September 2026, as “Tyler Junior College Month” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
2. Motion made by Commissioner J Scott Herod – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a resolution proclaiming October 3, 2026, as “Suzy Belle Day” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATIONS

3. Presentation of employee recognition, longevity certificates, and service pins.
No Action Necessary.
4. Receive burn ban update from Fire Marshal Chad Hogue.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the acceptance of donations of funds and/or labor for the expense related to the placement of a Ten Commandments Monument outside the new Smith County Courthouse.
Passed 5-0; Abstain: (None); Absent: (None).
6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve an Order setting an inspection fee pursuant to Texas Health and Safety Code, Section 751.013 (Texas Mass Gathering Act).
Passed 5-0; Abstain: (None); Absent: (None).
7. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the two-year bond renewal for Smith County Justice of the Peace 5, Judge Danny Brown, effective October 1, 2026 through October 1, 2028, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve the two-year bond renewal for Smith County Precinct 5 Constable Wesley Hicks, effective October 6, 2026 through October 6, 2028, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve an order designating the regular meeting times of the Commissioners Court for fiscal year 2027 pursuant to Texas Local Government Code § 81.005.
Passed 5-0; Abstain: (None); Absent: (None).

TAX OFFICE

10. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the purchase of annual maintenance for Spindlemedia Tax Collection Software and issue a discretionary exemption in accordance with Texas Local Government Code 262.024(a)(7)(D); and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

11. Receive the Smith County Tax Office's Restricted Special Funds Special Inventory Tax estimated budget for FY27 in accordance with Texas Local Government Code, Section 111.095.

No Action Necessary.

12. Receive certification of continuing education completion for Smith County Tax-Assessor Collector, Gary Barber pursuant to Texas Tax Code 6.231.

No Action Necessary.

FINANCIAL CRIMES INTELLIGENCE CENTER

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve an agreement between the Texas Financial Crimes Intelligence Center (FCIC) and Carasoft Technology Corp., for Flashpoint Platform services, DIR-CPO-5687.

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

SHERIFF'S OFFICE

14. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the annual FY2026 US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) for the Sheriff's Office and authorize the county judge to sign all related documentation.

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

ROAD AND BRIDGE

15. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept the roadways of Peacock Estates into the Smith County Road Maintenance System.

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

TREASURER'S OFFICE

16. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to accept the Smith County Investment Policy for October 2026-September 2027.

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

HUMAN RESOURCES

17. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve submission of the 2027 Texas Association of Counties (TAC) Workers' Compensation Renewal Questionnaire and authorize the county judge to sign all related documentation.

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

AUDITOR'S OFFICE

18. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the FY27 Discretionary Budgets and State Budgets.

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

RECURRING BUSINESS

ROAD AND BRIDGE

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

- a. County Road 187, Brightspeed, install aerial cable, Precinct 1,
- b. County Road 1170, Brightspeed, install aerial cable, Precinct 1,
- c. County Road 1171, Brightspeed, install aerial cable, Precinct 1,
- d. County Road 1313, Brightspeed, install total cable footage, Precinct 1,
- e. County Road 366, Starville-Friendship Water Supply Corporation, install service line and two road bores, Precinct 3,
- f. County Road 420, Spectrum, install fiber optic cable with road bore, Precinct 4, and
- g. County Road 1162, 1139 and 1241, Metronet, install fiber optic cable with road bore, Precinct 4.

No Action Necessary.

AUDITOR'S OFFICE

20. Receive County Auditor's Report and Executive Summary for August 2026.

No Action Necessary.

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

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

COURT ORDERS

COMMISSIONERS COURT

22. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve an Interlocal Agreement between Smith County and the University of Texas Health Science Center at Tyler for inmate health care services and authorize the county judge to sign all related documentation.

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

ADJOURN:

Meeting adjourned by County Judge Neal Franklin.

Date: 10/12/20

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 September 29, 2026.



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

10-12-26

Date



9

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

Submission Date: 10/12/2026	Submitted by: Jennafer Bell
Meeting Date: 10/20/2026	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Recordings - September 2026	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive Commissioners Court recordings for September 2026.	
Background: NA	
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:	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 # _____

10

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 # _____

11

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/12/26	Submitted by: Esmeralda Corona
Meeting Date: 10/20/26	Department: HR
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Budget Officer Interviews	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☒ Executive Session	
Agenda Wording: Executive: Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer. Open session: Consider and take necessary action regarding the appointment, employment, and duties of the Smith County Budget Officer.	
Background: Will follow up with each commissioner with information on interview candidates and selected candidates for executive session interviews.	
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 # _____

12

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

Submission Date: 10/12/26	Submitted by: Esmeralda Corona
Meeting Date: 10/20/26	Department: HR
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Budget Officer Interviews	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☒ Executive Session	
Agenda Wording: Executive: Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer. Open session: Consider and take necessary action regarding the appointment, employment, and duties of the Smith County Budget Officer.	
Background: Will follow up with each commissioner with information on interview candidates and selected candidates for executive session interviews.	
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 # _____