



# TYLER COUNTY COMMISSIONERS COURT

203 WEST DOGWOOD STREET, JUSTICE OF THE PEACE COURTROOM,  
WOODVILLE, TEXAS & LIVESTREAM

TUESDAY, DECEMBER 29, 2020 - 11:00 AM

MARTIN NASH  
COMMISSIONER, PCT. 1

JACQUES L. BLANCHETTE  
COUNTY JUDGE

MIKE MARSHALL  
COMMISSIONER, PCT. 3

STEVAN STURROCK  
COMMISSIONER, PCT. 2

DONECE GREGORY  
COUNTY CLERK

CHARLES "BUCK" HUDSON  
COMMISSIONER, PCT. 4

**NOTICE** Is hereby given that a **Regular Term (Meeting)** of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be considered and/or discussed.

### **Livestream Information**

Pursuant to the March 23, 2020 Suspension Order by Governor Abbott, this Commissioners Court meeting will be held via teleconference and livestreamed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may view this meeting live at the following YouTube location: <https://www.youtube.com/channel/UCRw3Two1plzZOmoO4dL8Ing/videos?view=2&flow=grid> (Current meeting will have a red LIVE icon.) Additionally, a recording of the meeting will be posted to the Tyler County website ([www.co.tyler.tx.us](http://www.co.tyler.tx.us)) on the home page and the Public Notices Calendar page soon after the meeting.

### **Public Comments Information**

Citizens are encouraged to speak to either their County Commissioner or the County Judge regarding matters of specific concern. Additionally, members of the public are limited to the role of observer unless they have signed up in advance to make comments. Persons who wish to make comments must notify the County Auditor's office at 409-283-3652 no later than 1 hour prior to actual meeting time. You will be asked your name, the phone number you will be calling in from, and the topic you wish to bring before the Court. You will then be provided instructions to dial-in to this meeting to make your public comments at the designated time. Following the Court's customary guidelines, each member shall be allowed a maximum of three (3) minutes to make his/her remarks. Discussion on any specific topic will be restricted to 30 minutes total for all speakers on that topic to comment. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.

## **Amended Agenda**

### **CALL TO ORDER**

- Establish Quorum
- Acknowledge Guests
- Invocation\* – M. Nash
- Pledge of Allegiance\* – M. Nash

*\* It is the practice of this governing body to exercise an invocation and pledge of allegiance. Anyone present who is uncomfortable with this practice is invited to either mute their phone line or step outside of the Courtroom then rejoin us following the invocation and/or pledge.*

### **I. PUBLIC COMMENTS**

*Only those individuals who have notified the Court prior to the meeting will be recognized to make public comments. See the instructions included above.*

## II. CONSIDER / APPROVE / INFORMATIONAL

- A. Minutes from Previous Meeting(s) - *D. Gregory*
- B. Budget Amendments/Line Item Transfers - *J. Skinner*
- C. District Clerk's November 2020 Monthly Report - *Buck Hudson*
- D. Bonds of all Tyler County Officials - *D. Gregory/S. Sturrock*
- E. Consider change order from LaBiche for Courthouse Remediation - *S. Sturrock*
- F. Allison, Bass & Magee, L.L.P. expenses for Fiscal Year 2020 - *S. Sturrock*
- G. Purchase Equipment Haul Trailer for Precinct 2 from George P. Bane, Inc., Tyler, Tx. See attached invoice. - *S. Sturrock*
- H. Set Regular Commissioner Court Term Dates for 2021 - *S. Sturrock*
- I. AT&T Office at Hand Agreement - *S. Sturrock*
- J. Video Magistration for District Court Judges - *S. Sturrock*
- K. Review of Sick Policy, FMLA, and COVID Sick Policy - Informational - *L. Monk/S. Sturrock*
- L. Purchase of a 2020 CAT 140 Motor Grader through Buy Board from Mustang Caterpillar to be financed with First National Bank Wichita Falls, TX for Precinct 1 - *M. Marshall*
- M. Interlocal Agreement with Hall County for Cop Sync and TLETS - *B. Weatherford/M. Marshall*
- N. Consider payment of overtime hours worked during beginning of COVID pandemic for Ken Jobe, Emergency Manager - *M. Marshall/J. Blanchette*

## I. EXECUTIVE SESSION

Consult with legal counsel for the Court in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

## ➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the General Public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on \_\_\_\_\_ 2020 @ Time \_\_\_\_\_  
DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: \_\_\_\_\_ (Deputy)

RECHPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041119	11/02/2020	25523	LEE-ROSS, DEMETRIC	FILING FEE PAID/RC	BENNIE RUSH	D	12819001561	RC	273.00	
041120	11/03/2020	A-18625		EFILING FEE FOR PETITION/	ATTY RISINGER	D	12819940710	AC	247.00	
041121	11/03/2020	24336	MCGOUGH, AMBER	EFILING FEE FOR CITATION/	ATTY SMITH	D	12819940710	AC	88.00	
041122	11/03/2020	08259		EFILING FEE FOR COPIES 24	ATTY SMITH	D	12819940710	AC	9.00	
041123	11/03/2020	25524	FIELDER, ASHLEY NICOLE JONES	FILING FEES/PETITION FOR	ATTY KAYE ALDERMAN	D	FT#12819940710	LO	263.00	
041124	11/04/2020	25525	NATIONAL COLLEGIATE STUDENT	EFILING FEE FOR PETITION	ATTY SMITH	D	12823034975	AC	265.00	
041125	11/04/2020	08260		EFILING FEE FOR COPIES 25	ATTY SMITH	D	12823034975	AC	70.00	
041126	11/04/2020	25527	GRABBE, RICHARD ALLEN	EFILING FEE FOR PETITION	ATTY ELROD	D	12823034975	AC	271.00	
041127	11/05/2020	08261		PMT FOR COPY OF FINAL DEC	LEWIS ALLEN	O	26694128891	AC	9.00	
041128	11/05/2020	25532	WRIGHT, ERICA DIONE		WRIGHT, ERICA DIONE	C		RC	263.00	
041129	11/06/2020	CR13198	HARVY, JENNIFER ANNE	PARTIAL PAYMENT ON COURT	HARVY, JENNIFER ANNE	O	145810648	CLP	100.00	
041130	11/06/2020	08262		PMT FOR COPIES OF CASE 20	LINDA WHITELEY	C		AC	55.00	
041131	11/06/2020	25528	BARBER, ANGELA	E-FILING FEE FOR ORIGINAL	ATTY BYTHEWOOD	D	12824720703	LB	263.00	
041132	11/06/2020	25529	RESTIVO, DAVID	E-FILING FEE ORIGINAL PET	ATTY M. RISINGER	D	12824720703	LB	263.00	
041133	11/09/2020	08263		PMT FOR COPY OF DIVORCE D	SHARON BAKER	C		AC	16.00	
041134	11/09/2020	08264		PMT FOR COPIES FROM CR12,	DATAPROMPT LLC	K	1166	AC	13.00	
041135	11/09/2020	08265		PMT FOR RESEARCH REQUEST	TRUE CORDIS	K	030120	AC	5.00	
041136	11/09/2020	B-3298	ALI, KARAM	PMT FOR COURT COST IN FUL	RAHIM JASANI	K	268744	AC	388.88	
041137	11/09/2020	25530	LAWSON, ROBERT	EFILING FEE FOR PETITION	ATTY BYTHEWOOD	D	12825582620	AC	279.00	
041138	11/09/2020	25531	BARTKOWIAK, PATRICIA A.	E-FILING FEE FOR PLTFS' O	ATTY FORTENBERRY	D	12825582620	LB	257.00	
041139	11/09/2020	08266		E-FILING FEE FOR COPIES O	ATTY RISINGER	D	12825582620	LB	3.00	
041140	11/09/2020	25530	LAWSON, JENNIFER	COUNTERPETITION/RC	PENNY WYMYCZAK	D	12825582620	RC	70.00	
041141	11/10/2020	25522	DEGARMO, BEVERLY	PAYMENT FOR ISSUANCE CITA	ZACHARY CEBESTE	D	12826448397	RC	8.00	
041142	11/10/2020	25531	BARTKOWIAK, PATRICIA A.	PAYMENT FOR ISSUANCE OF C	THOMAS FORTENBERRY	D	128264483	RC	8.00	
041143	11/12/2020	25533	BRUTON, REBECCA	FILING FEE/ORIGINAL PETIT	ATTY REBECCA WALTON	D	FT#12829027072	DH	279.00	
041144	11/12/2020	08267		FILING FEE/COPIES/25,533/	ATTY REBECCA WALTON	D	FT#12829027072	DH	11.00	
041145	11/12/2020	25476	MCINNIS, LYNDISAY NICOLE	E-FILING FEE FOR ORIGINAL	ATTY RISINGER	D	12829027072	LB	70.00	
041146	11/13/2020	25534	CROWN ASSET MANAGEMNET, LLC	FILING FEE/PLAINTIFF'S OR	ATTY TALISA LOWERY	D	FT#12829893737	DH	265.00	

RECEIPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041147	11/13/2020	08268		FILING FEE/COPIES/25,534/	ATTY TALISA LOWERY	D	FT#12829893737	DH	9.00	
041148	11/13/2020	25536	WELLS FARGO BANK N.A.	FILING FEE/ORIGINAL PETIT	ATTY RECHNER	D	FT#12829893737	DH	265.00	
041149	11/13/2020	08269		FILING FEE/COPIES/25,536/	ATTY RECHNER	D	12829893737	DH	4.00	
041150	11/13/2020	25537	PORTFOLIO RECOVERY ASSOCIATES,	FILING FEE/PLAINTIFF'S OR	ATTY BRANDI ADDISON	D	FT#12829893737	DH	265.00	
041151	11/13/2020	08270		FILING FEE/COPIES/25,537/	ATTY BRANDI ADDISON	D	FT#12829893737	DH	9.00	
041152	11/16/2020	24478	JOHNSON,BRYTTANI	FILING FEE/PETITION TO MO	ATTY BYTHEWOOD	D	FT#1231634138	DH	23.00	
041153	11/16/2020	08271		FILING FEE/COPIES/#24,478	ATTY BYTHEWOOD	D	FT#12831634138	DH	5.00	
041154	11/16/2020	24478	JOHNSON,BRYTTANI	FILING FEE/ISSUE TRO/DH	ATTY BYTHEWOOD	D	FT#12831634138	DH	8.00	
041155	11/16/2020	08272		FILING FEE/COPIES/#24,478	ATTY BYTHEWOOD	D	FT#12831634138	DH	2.00	
041156	11/16/2020	20886	TOLBERT,ALEENA LYNNETTE	FILING FEE/MOTION FOR ENF	ATTY BYTHEWOOD	D	FT#12831634138	DH	31.00	
041157	11/16/2020	25538	MCGALLION,HUNTER MONTANA	FILING FEE/ORIGINAL PETIT	ATTY BRAD ELROD	D	FT#12831634138	DH	247.00	
041158	11/16/2020	25539	CONNER,JOSH RANDALL	FILING FEE/ORIGINAL PETIT	ATTY RISINGER	D	FT#12831634138	DH	263.00	
041159	11/18/2020	25447	GORE,ASHLY LINDSEY	FILING FEE/MOTION FOR ENF	ATTY KAHLA	D	FT#12835136494	DH	31.00	
041160	11/18/2020	08273		FILING FEE/COPIES/#25,447	ATTY KAHLA	D	FT#12835136494	DH	5.00	
041161	11/18/2020	08274		FILING FEE/COPIES/#25,276	ATTY BUTLER	D	FT#12835136494	DH	15.00	
041162	11/18/2020	08275		PAYMENT FOR COPIES IN CAU	BRUCK SMITH	D	12835136494	RC	9.00	
041163	11/19/2020	CR13404	ADAMS,BILLY JAMES	PARTIAL PAYMENT ON COURT	ADAMS,BILLY JAMES	O	26817304814	CLP	100.00	
041164	11/19/2020	CR13604	ADAMS,BILLY JAMES	PARTIAL PAYMENT ON COURT	ADAMS,BILLY JAMES	O	26817304825	CLP	100.00	
041165	11/19/2020	25180	CRABTREE BARRICADE SYSTEMS	FILING FEE/JURY FEE/DH	ATTY MATTHEW PARISH	D	FT#12836041378	DH	40.00	
041166	11/19/2020	25447	GORE,BUCK TREVAN	FILING FEE/ORIGINAL COUNT	ATTY WALTON	U	FT#12836041378	DH	70.00	
041167	11/20/2020	25545	PEARCY,TAYLOUR RENEE	PMT FOR FILING ORIGINAL P	PEARCY,TAYLOUR RENEE	O	61153	AC	263.00	
041168	11/20/2020	25546	CHESSER,SHERI	ORIGINAL PETITION FOR DIV	CHESSER,SHERI	K	70554	DH	263.00	
041169	11/20/2020	25541	WELLS FARGO BANK, NA	PLAINTIFF'S ORIGINAL PETI	ATTY ABBOTT	D	FT#12836952690	DH	265.00	
041170	11/20/2020	08276		FILING FEE/COPIES/25,541/	ATTY ABBOTT	D	FT#12836952690	DH	4.00	
041171	11/20/2020	25542	IN RE:	FILING FEE/APPLICATION FO	ATTY KORDUBA	D	FT#12836952690	DH	257.00	
041172	11/20/2020	A-18625		FILING FEE/CITATION BY PU	ATTY RISINGER	D	FT#12836952690	DH	8.00	
041173	11/23/2020	25551	KING,CHAD WAYNE	PMT FOR ORIGINAL PETITION	CHAD WAYNE KING	O	26485590003	AC	283.00	
041174	11/23/2020	08277		COPY/B-1535/DH	ELIZABETH PARKER	C		DH	2.00	



RECEIPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041175	11/23/2020	25543	SPURLOCK, SKYLIN JAYNEA	FILING FEE/ORIGINAL PETIT	ATTY KAHLA	D	FT#12837864792	DH	279.00	
041176	11/23/2020	08278		FILING FEE/COPIES/25,543/	ATTY KAHLA	D	FT#12837864792	DH	11.00	
041177	11/24/2020	CR13413	CARTER, ZEV AUSTIN	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	83.00	
041178	11/24/2020	CR13414	CARTER, ZEV AUSTIN	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	83.00	
041179	11/24/2020	CR12901	CASTILLO, RONNIE	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	35.00	
041180	11/24/2020	CR11777	CHAPMAN, WALTER LOUIS	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	80.00	
041181	11/24/2020	CR13487	CHAVIS, MELVIN JOSEPH III	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	25.00	
041182	11/24/2020	CR13314	DEBS, JAMES MATTHEW	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	50.00	
041183	11/24/2020	CR13415	DODD, MADISON LEIGH	COURT COSTS PAID IN FULL/	TYLER COUNTY CSCD	K	11336	CLP	343.00	
041184	11/24/2020	CR13393	GRUNDY, SARAH ELIZABETH	COURT COSTS PAID IN FULL/	TYLER COUNTY CSCD	K	11336	CLP	40.00	
041185	11/24/2020	CR12784	JENKINS, JUSTIN	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	49.00	
041186	11/24/2020	CR13478	JOHNSON, FELIX LAMAR	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	30.00	
041187	11/24/2020	CR12968	KNIGHT, MARVIN PAUL	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	25.00	
041188	11/24/2020	CR12550	LOVING, TRUMAN JESSIE	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	50.00	
041189	11/24/2020	CR13375	MARTIN, MELISSA	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	162.00	
041190	11/24/2020	CR12679	MAXIE, ELTON MACK SR.	COURT COSTS/CLP	TYLER COUNTY CSCD	K	11336	CLP	19.00	
041191	11/24/2020	CR13217	MENEFEE, PAUL EDWARD	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	24.00	
041192	11/24/2020	CR13596	ROSS, DUSTIN WAYNE	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	155.00	
041193	11/24/2020	CR12898	STUCKEY, COREY ALLEN	PARTIAL PAYMENT ON COURT	TYLER COUNTY CSCD	K	11336	CLP	50.00	
041194	11/24/2020	CR13262	BOATMAN, JERRY CLAYTON	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	20.00	
041195	11/24/2020	CR12882	CORMICK, WAYNE EVERTON, II	FINE PAID IN FULL/CLP	TYLER COUNTY CSCD	K	11334	CLP	98.00	
041196	11/24/2020	CR13591	CRAWFORD, ZACHARY WAYNE	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	45.00	
041197	11/24/2020	CR13102	DARDEN, DELVIN MARQUIS	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	20.00	
041198	11/24/2020	CR13259	FREEMAN, JESSIE LEE JR	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	50.00	
041199	11/24/2020	CR13105	GONZALEZ-VELASQUEZ, JORGE A.	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	125.00	
041200	11/24/2020	CR11751	GORDON, RICHARD GLENN	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	20.00	
041201	11/24/2020	CR13393	GRUNDY, SARAH ELIZABETH	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	40.00	
041202	11/24/2020	CR12259	GUTIERREZ, CARLOS	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	10.00	

CAS123 RUN ON 12/17/2020 10:46  
11/01/2020 THRU 11/30/2020

COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

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RECEIPT	DATE	CASE NUMBER	NAME	DESCRIPTION	PAID BY	TYPE	CHECK #	CLERK	TOTAL PAID	RVSL
041203	11/24/2020	CR12214	HAWKINS, KENNETH JOSEPH	FINE PAID IN FULL/CLP	TYLER COUNTY CSCD	K	11334	CLP	20.00	
041204	11/24/2020	CR12784	JENKINS, JUSTIN	FINE PAID IN FULL/CLP	TYLER COUNTY CSCD	K	11334	CLP	265.00	
041205	11/24/2020	CR12679	MAXIE, ELTON MACK SR.	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	41.00	
041206	11/24/2020	CR13013	MORRIS, VIRGINIA	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	85.00	
041207	11/24/2020	CR13635	RILEY, DAVID B	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	20.00	
041208	11/24/2020	CR12561	VALLADARES, JUAN LUIS	PARTIAL PAYMENT ON FINE/C	TYLER COUNTY CSCD	K	11334	CLP	15.00	
041209	11/24/2020	CR13503	WHITTEMORE, MARK DAVID	FINE PAID IN FULL/CLP	TYLER COUNTY CSCD	K	11334	CLP	5.00	
041210	11/24/2020	08279		FILING FEE/WITHOLDING OR	ATTY BLOODSWORTH	D	FT#12838779431	DH	15.00	
041211	11/24/2020	08280		COPIES/21945 FINAL DECREE	AMANDA COWART	C		LO	6.00	
041212	11/24/2020	08281		COPIES/25176 FINAL DECREE	AMANDA COWART	C		LO	5.00	
041213	11/25/2020	25547	SYNCHRONY BANK	EFILING FEE FOR PET. & CI	ATTY ADDISON	D	12841500765	AC	265.00	
041214	11/25/2020	08282		EFILING FEE FOR COPIES 25	ATTY ADDISON	D	12841500765	AC	9.00	
041215	11/25/2020	25548	SYNCHRONY BANK	EFILING FEE FOR PET. & CI	ATTY LOWERY	D	12841500765	AC	265.00	
041216	11/25/2020	08283		EFILING FEE FOR COPIES 25	ATTY LOWERY	D	12841500765	AC	9.00	
041217	11/25/2020		O'NEAL, COOPER KEITH	EFILING FEE FOR SERVICE O	ATTY RISINGER	D	12841500765	AC	80.00	
041218	11/25/2020	25550	NOWLIN, CASEY ALEXANDRA	FILING FEE/ORIGINAL PETIT	ATTY ELROD	D	FT#12841500765	DH	255.00	
041219	11/27/2020	25523	HANCOCK, BETSY	FILING FEE/JURY DEMAND/DH	ATTY J KEITH STANLEY	D	FT#12842414714	DH	40.00	
041220	11/27/2020	08284		FILING FEE/COPIES/24,478/	ATTY MORIAN	D	FT#12842414714	DH	3.00	
									TOTAL COLLECTED	10,381.88
									LESS REFUNDS	.00
									TOTAL LIABILITY	10,381.88
TOTAL RECEIPTS COUNT		102								

CAS123 RUN ON 12/17/2020 10:46  
11/01/2020 THRU 11/30/2020

COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

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PAYMENT TYPE		POSTING CLERK	
D	6,328.00	RC	631.00
O	855.00	AC	2,889.88
C	347.00	LO	274.00
K	2,851.88	CLP	2,482.00
	.00	LB	856.00
	.00	DH	3,249.00

FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
OCS	OUT OF COUNTY SHERIFF'S FEE		155.00		155.00				155.00
REFND	REFUND		20.00		20.00				
	TOTAL DEPT				175.00				155.00
	TOTAL FUND				175.00				155.00
CJCPT	CIVIL JUD COURT PERSONNEL TRAINING	010-325-041	145.00		145.00				15.00
	TOTAL DEPT				145.00				15.00
SC	STATE COMPTROLLER	010-361-002	1,225.00		1,225.00				95.00
	TOTAL DEPT				1,225.00				95.00
JSF	JURY SERVICE FEE	010-363-020	20.00		20.00			20.00	
FPF	FAMILY PROTECTION FEE	010-363-027	180.00		180.00				
CIVIL	DISTRICT CLERK FEES	010-363-032	1,947.88		1,947.88			70.00	131.88
CRBP	COURT REPORTER	010-363-032	375.00		375.00				15.00
CRIM	CRIMINAL DISTRICT CLERK FEES	010-363-032	168.00		168.00			168.00	
CRSHF	SHERIFF FEE	010-363-032	94.37		94.37			94.37	
BFILR	HB2302 STATE ELECTRONIC FILE SYSTEM	010-363-032	892.00		892.00			22.00	90.00
JURY	JURY	010-363-032	80.00		80.00				
SHF	SHERIFF	010-363-032	160.00		160.00			80.00	
FINE	FINE	010-363-033	900.63		900.63			880.63	20.00
ILS	INDIGENT LEGAL FEE	010-363-038	200.00		200.00				20.00
	TOTAL DEPT				5,017.88			1,335.00	276.88
	TOTAL FUND				6,387.88			1,335.00	386.88
DCRMP	DISTRICT CLERK RECORDS MANAGEMENT	034-361-014	152.50		152.50			7.50	15.00



COLLECTIONS + DIRECT DEPOSIT FOR DISTRICT CLERK

FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
RAF	RECORD ARCHIVE FEE	034-361-015	145.00		<u>145.00</u>				<u>15.00</u>
	TOTAL DEPT				<u>297.50</u>				<u>30.00</u>
	TOTAL FUND				<u>297.50</u>			7.50	<u>30.00</u>
LF	LIBRARY FEE	036-363-032	500.00		<u>500.00</u>				<u>20.00</u>
	TOTAL DEPT				<u>500.00</u>				<u>20.00</u>
	TOTAL FUND				<u>500.00</u>				<u>20.00</u>
CRCSF	COURTHOUSE SECURITY	044-363-033	30.00		<u>30.00</u>				
CSF	COURTHOUSE SECURITY	044-363-033	130.00		<u>130.00</u>			30.00	
	TOTAL DEPT				<u>160.00</u>				<u>10.00</u>
	TOTAL FUND				<u>160.00</u>			30.00	<u>10.00</u>
CRRMP	RECORDS MANAGEMENT	045-361-013	99.50		<u>99.50</u>				
RMP	RECORDS MANAGEMENT	045-361-013	145.00		<u>145.00</u>			99.50	
	TOTAL DEPT				<u>244.50</u>				<u>15.00</u>
	TOTAL FUND				<u>244.50</u>			99.50	<u>15.00</u>
TPF	TIME PAYMENT FEE	068-363-028	128.00		<u>128.00</u>				
	TOTAL DEPT				<u>128.00</u>			<u>128.00</u>	
	TOTAL FUND				<u>128.00</u>			<u>128.00</u>	
CCC-S	CONSOLIDATED COURT COSTS - STATE	070 32514	155.00		<u>155.00</u>				<u>155.00</u>
	TOTAL DEPT				<u>155.00</u>				<u>155.00</u>
	TOTAL FUND				<u>155.00</u>				<u>155.00</u>



FEE CODE	FEE DESCRIPTION	GL ACCOUNT	COLLECTED	REVERSL	LIABILITY	DISPOSITIONS			
						PRIOR TO 9-01-91	9-01-91 THRU 12-31-03	1-01-04 THRU 12-31-19	1-01-20 FORWARD
JSSF	NINTH COURT OF APPEALS FEE	095 363 032	125.00		125.00				5.00
	TOTAL DEPT				125.00				5.00
	TOTAL FUND				125.00				5.00
TECH	DC COURT TECHNOLOGY	103-363-033	260.00		260.00				20.00
RTECH	CRIMINAL RECORD TECHNOLOGY	103-363-034	20.00		20.00			20.00	
	TOTAL DEPT				280.00			20.00	20.00
	TOTAL FUND				280.00			20.00	20.00
	TOTAL COLLECTED		10,381.88		10,381.88			2,457.00	880.88
	LESS MONEY WITHOUT A GL ACCT NBR				175.00-				155.00-
	TOTAL MONEY WITH A GL ACCT NBR				10,206.88			2,457.00	725.88

## CHANGE ORDER

**PROJECT:** Tyler Co. Courthouse –  
Historic Rehabilitation  
**CONTRACTOR:** N&T  
1376 Laurel Ave  
Beaumont, Texas 77701

CHANGE ORDER NO: 1

DATE: 12.02.2020  
ARCHITECT'S PROJECT NO.: 19020  
CONTRACT DATE: 10.13.2020  
CONTRACT FOR: Historic Rehabilitation

**This Contract is changed as follows:**

1	<b>ALTERNATE #3:</b> Renovations and additions to Janitor's Closet 208E as shown on 3/A2.2 including Mechanical, Plumbing and Electrical Work, in accordance with drawings and specifications:			\$31,006.90
	<b>ALTERNATE #6:</b> Demolition of existing doors Rooms 101, 102, and 105. Doors 101 and 103A shall be consistent with 1890's millwork. Shall match existing entrance door in Room 100. New Doors 103B and 102. Door 105 shall be consistent with 1930's millwork. All in accordance with drawings and specifications:			Donation \$34,000.00
		TAXES	Tax Exempt	\$00.00
		<b>TOTAL:</b>		<b>\$65,006.90</b>

**\*\*See attached breakdown**

**Not valid until signed by the Owner, Architect, and Contractor.**

The original Contract Sum was .....	
Net change by previously authorized Change Orders .....	\$1,193,200.00
The Contract Sum prior to this Change Order was .....	\$00
The Contract sum will be increased by this Change Order in the amount of .....	\$1,193,200.00
The new Contract Sum including this Change Order will be .....	\$65,006.90
	\$1,258,206.90

The Contract Time will be increased by **zero (00) days**.  
The date of Substantial Completion is **01/15/2017**.

The date of Substantial Completion as of the date of this Change Order therefore is **Date on Notice to Proceed**.

NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

**The LaBiche Architectural Group**  
7999 Gladys Avenue Suite 101  
Beaumont, Texas 77706

**N&T Construction**  
1376 Laurel Ave  
Beaumont, Texas 77701

**Tyler County Commissioners Court**  
100 W Bluff  
Woodville, Texas 75979

By:

By:

By:

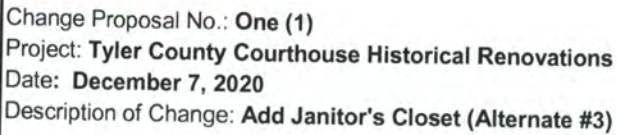
Date: ✓

Date:

Date:





[illegible]



**Allison, Bass & Magee, L.L.P.**

402 W 12th Street

Austin, TX 78701

Phone: 512-482-0701 Fax: 512-480-0902

E.I.N. 90-1037483

**INVOICE****Date:** 12/16/2020**Invoice #:** 4923**Matter:** Tyler County - Consultation**File #:** 581.05**Bill To:**

Hon. Jacques L. Blanchette

Tyler County Judge

100 W. Bluff Street, Room 102

Woodville, TX 75979

**Payments received after 12/16/2020 are not reflected in this statement.****Professional Services**

<b>Date</b>		<b>Details</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
11/04/2019	JEM	Document analysis and issue analysis: Correspondence from Judge Blanchett concerning Game Room Regulations questions.	0.20	\$300.00	\$60.00
11/05/2019	JEM	Document analysis and issue analysis: Correspondence from J. Davis concerning County Airport Ramp Grant.	0.20	\$300.00	\$60.00
11/07/2019	JEM	Document analysis and issue analysis: Correspondence and documents concerning Courthouse Security Administrative Order/Courtroom Emergency Rules	0.20	\$300.00	\$60.00
11/08/2019	JEM	Correspondence to: Commissioners Marshall concerning Airport Maintenance Programs.	0.30	\$300.00	\$90.00
11/14/2019	JEM	Correspondence to: J. Davis confirming newspaper notice for Solid Waste Ordinance.	0.20	\$300.00	\$60.00
11/15/2019	JAM	Document Processing: Affidavit of publication from Tyler County Booster.	0.20	\$150.00	\$30.00
11/15/2019	JEM	Document analysis and issue analysis: Correspondence from J. Davis concerning request for Affidavit of Publication.	0.20	\$300.00	\$60.00
11/15/2019	JEM	Document analysis and issue analysis: Affidavit of Publication: Public Notice on Solid Waste Location Designation	0.20	\$300.00	\$60.00

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E.I.N. 90-1037483

12/04/2019	JEM	Drafting document and issue analysis: Correspondence to J. Davis concerning Public Hearing and drafts of Commissioners Court agenda item, draft letter to TCEQ and draft Order for review by Tyler County Commissioners Court concerning Ordinance.	0.40	\$300.00	\$120.00
12/04/2019	JEM	Document analysis and issue analysis: Correspondence from J. Davis concerning Ordinance.	0.30	\$300.00	\$90.00
12/09/2019	JEM	Travel Time: to and from Woodville - Commissioners Court meeting.	7.00	\$150.00	\$1,050.00
12/09/2019	JEM	Attend Meeting: Commissioners Court meeting – Public Hearing, Solid Waste.	0.80	\$300.00	\$240.00
12/11/2019	JEM	Document analysis and issue analysis: Correspondence from J. Davis concerning executed TCEQ letter and Solid Waste Disposal Ordinance.	0.20	\$300.00	\$60.00
12/26/2019	JNH	Document analysis and issue analysis: Amendment to Emergency Standby Contract to extend into 2020	0.80	\$275.00	\$220.00
01/14/2020	JEM	Correspondence to: J. Davis concerning Commissioners Court workshop on various pending matters.	0.20	\$300.00	\$60.00
01/14/2020	JEM	Document analysis and issue analysis: Correspondence from J. Davis concerning various topics for potential workshop meeting.	0.20	\$300.00	\$60.00
01/15/2020	JEM	Document analysis and issue analysis: Correspondence from M. Walters concerning Airport Capital Improvement Grant.	0.30	\$300.00	\$90.00
01/16/2020	JEM	Telephone Conference with: K. Timme concerning Architecture Agreement.	0.30	\$300.00	\$90.00
01/16/2020	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning LaBiche Fee Approval and Agreement.	0.30	\$300.00	\$90.00
01/21/2020	JEM	Telephone Conference with: J. Skinner concerning automobile accident and claim against County.	0.30	\$300.00	\$90.00
01/21/2020	JEM	Document analysis and issue analysis: Correspondence from J. Skinner concerning questions and issues related to automobile accident by employee.	0.20	\$300.00	\$60.00
01/23/2020	JEM	Telephone Conference with: J. Skinner concerning insurance claims and subrogation claims.	0.20	\$300.00	\$60.00
01/23/2020	JEM	Correspondence to: J. Skinner concerning automobile claim.	0.20	\$300.00	\$60.00
02/04/2020	JEM	Document analysis and issue analysis: Correspondence from J. Davis concerning draft subdivision regulations.	0.20	\$300.00	\$60.00



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E.I.N. 90-1037483

02/19/2020	RTB	Drafting document and issue analysis: Agenda for workshop on 2/24/20.	0.30	\$300.00	\$90.00
02/19/2020	RTB	Correspondence to: Judge Jill Davis re reviewing subdivision workshop agenda.	0.20	\$300.00	\$60.00
02/20/2020	RTB	Issue Analysis: workshop topic on cyber security.	0.20	\$300.00	\$60.00
02/21/2020	RTB	Correspondence to: Judge Jill Davis re reviewing Checklist, County TIA, GA-0223-Condo, Manufactured Home Regulation, Order Setting Schedule and TIA, and Revised CLEAN Subdivision Regulation 2.20.2020 documents.	0.20	\$300.00	\$60.00
02/23/2020	RTB	Travel Time: via auto to Woodville, overnight, and return next day.	8.30	\$150.00	\$1,245.00
02/24/2020	RTB	Attend Hearing: Workshop on Subdivision regulation. Attend Regular hearing.	1.90	\$300.00	\$570.00
03/04/2020	JEM	Document analysis and issue analysis: Correspondence from Sheriff Weatherford concerning Woodville Municipal Court judicial magistrate.	0.20	\$300.00	\$60.00
03/04/2020	JEM	Document analysis and issue analysis: Correspondence between Judge Haney and Sheriff Weatherford.	0.20	\$300.00	\$60.00
03/04/2020	JEM	Telephone Conference with: Sheriff Weatherford concerning Woodville Municipal Magistrate Judge.	0.30	\$300.00	\$90.00
03/04/2020	JEM	Document analysis and issue analysis: Correspondence concerning Interlocal Agreement between City of Woodville and Tyler County – Dispatch and jail services.	0.50	\$300.00	\$150.00
03/11/2020	JEM	Correspondence to: J. Davis concerning new private road questions.	0.30	\$300.00	\$90.00
03/26/2020	JEM	Correspondence to: K. Timme concerning Declaration of Local Disaster and Statutory provisions.	0.20	\$300.00	\$60.00
03/26/2020	JEM	Telephone Conference with: Judge Blanchette concerning Amended Emergency Orders and Notice of Clarification.	0.40	\$300.00	\$120.00
03/26/2020	JEM	Correspondence to: K. Timme concerning revisions to Notice of Clarification.	0.30	\$300.00	\$90.00
03/26/2020	JEM	Telephone Conference with: K. Timme concerning Emergency Order and Executive Orders.	0.30	\$300.00	\$90.00
03/26/2020	JEM	Document analysis and issue analysis: Correspondence K. Timme concerning Emergency Order, Executive Order and Amended Emergency and Notice of Clarification.	0.40	\$300.00	\$120.00

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03/26/2020	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning draft Resolution Ratifying Resoltion and additional correspondence concerning Second Executive Order.	0.40	\$300.00	\$120.00
03/30/2020	JEM	Telephone Conference with: Judge Blanchette concerning Disaster Declaration and Emergency Orders.	0.30	\$300.00	\$90.00
03/30/2020	JEM	Correspondence to: Judge Blanchette and K. Timme concerning COVID-19 and the Disaster Declaration for Tyler County.	0.30	\$300.00	\$90.00
03/30/2020	JEM	Correspondence to: K. Timme concerning no requirement or authority for Commissioners Court to ratify or approve Orders pursuant to 418.108(g).	0.20	\$300.00	\$60.00
04/01/2020	JEM	Correspondence to: J. Davis concerning Original Abatement Agreement for German Pellets.	0.20	\$300.00	\$60.00
04/06/2020	RTB	Reviewing Documents: Tyler County abatement assignment of German Pellets abatement to Woodville Pellets LLC and other documents are supporting documents from the past concerning this matter.	0.20	\$300.00	\$60.00
04/07/2020	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning extension of County Judge's Orders re COVID.	0.20	\$300.00	\$60.00
04/14/2020	JEM	Correspondence to: K. Timme concerning Addendum to Second Executive Order.	0.20	\$300.00	\$60.00
04/14/2020	JEM	Document analysis and issue analysis: Correspondence from K. Timme re draft addendum to the Judge's Second Executive Order	0.30	\$300.00	\$90.00
04/22/2020	JEM	Correspondence to: J. Davis concerning Fireworks Order for Memorial Day 2020 and COVID matters.	0.30	\$300.00	\$90.00
04/24/2020	JEM	Telephone Conference with: Judge Blanchette concerning Second Executive Order and revisions.	0.30	\$300.00	\$90.00
04/27/2020	JEM	Correspondence to: K. Timme concerning Governor Abbott's press conference and additional County orders and authority.	0.20	\$300.00	\$60.00
04/27/2020	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning questions concerning additional executive orders.	0.30	\$300.00	\$90.00
04/30/2020	JEM	Drafting document and issue analysis: Revisions to Judge Blanchette's Third Executive Order; Correspondence to K. Timme.	0.30	\$300.00	\$90.00
04/30/2020	JEM	Document analysis and issue analysis: Correspondence from K. Timme concerning Third Executive Order.	0.30	\$300.00	\$90.00



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Austin, TX 78701

Phone: 512-482-0701 Fax: 512-480-0902

E.I.N. 90-1037483

**For professional services rendered****31.80****\$7,195.00****Additional Charges**

<b>Date</b>	<b>Details</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
11/30/2019	VB Photocopies: November 2019	1	\$3.00	\$3.00
12/06/2019	VB Travel to Thorndale, Texas for Meeting with Sheriff White and Doug Veech	1	\$83.52	\$83.52
12/09/2019	VB Travel to Woodville, Texas to Attend Commissioners Court Meeting - Public Hearing on Solid Waste	1	\$284.20	\$284.20
12/31/2019	VB Photocopies: December 2019	1	\$14.00	\$14.00
02/24/2020	VB Travel to Woodville, Texas to Attend Workshop on Subdivision Regulation and Commissioners Court Meeting	1	\$424.58	\$424.58

**Total additional charges****\$809.30****Invoice Amount****\$8,004.30****Balance Due****\$8,004.30**





**SETTING THE DAY OF WEEK AND LOCATION FOR THE REGULAR TERMS OF SCHEULE**

**THE TYLER COUNTY COMMISSIONERS' COURT MEETING FOR CALENDAY YEAR 2021**

Pursuant to Section 81.005(Terms of Court Meeting), Local Government Code, Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in regular terms each month during the fiscal year.

The Tyler County Commissioners' Court meeting shall be held at the Justice of the Peace Courtroom, 203 West Dogwood, Woodville, Texas 75979. Regular terms shall be held on the 2<sup>nd</sup> and the 4<sup>th</sup> Mondays with additional dates in August and September. On dates when Official County Holiday conflict with scheduled meetings or alternate dates have been selected. Accordingly, Tuesday, September 7<sup>th</sup>, shall serve as substitute meeting date where holidays conflict. Please note that in December the court dates will be held on the 1<sup>st</sup> and 3<sup>rd</sup> Monday to not interfere with the holidays. Unless otherwise noted, all courts are set for 11:00 A.M.

**Regular Terms of the Court Shall Be Held**

Monday, January 11/Monday January 25  
Monday February 8/Monday, February 22  
Monday, March 8/Monday, March 22  
Monday, April 12/Monday, April 26  
Monday, May 10/Monday, May 24  
Monday, June 14/Monday 28  
Monday, July 12/ Monday July 26  
Monday, August 9/Monday, August 23/Monday, August 30  
Tuesday, September 7/Monday, September 13  
Monday, September 20/Monday, September 27  
Monday, October 4/Monday, October 25  
Monday November 8/Monday, November 22  
Monday, December 6/Monday December 20

By Order \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Martin Nash**, Commissioner Pct. #1

\_\_\_\_\_  
**Stevan Sturrock**, Commissioner Pct. #2

\_\_\_\_\_  
**Mike Marshall**, Commissioner Pct. #3

\_\_\_\_\_  
**Charles "Buck" Hudson**, Commissioner Pct. #4

\_\_\_\_\_  
**Jacques L. Blanchette**, County Judge

ATTEST: \_\_\_\_\_  
**Donece Gregory**, County Clerk





## AT&amp;T OFFICE@HAND AGREEMENT

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2020**.

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: Tyler County	AT&T Corp	Name: Simona Stoppa
Street Address: 100 W Bluff St	One AT&T Way	Street Address: 6021 Rio Grande Ave
City: Woodville, State: TX Zip: 75979	Bedminster, NJ 07921-0752	City: Orlando, State: FL Zip: 32809
Tel # 409-283-3652	ATTN: Master Agreement Support Team: <a href="mailto:mast@att.com">mast@att.com</a>	Tel #

## AGREEMENT TERMS

## 1. SERVICES

Service	Service Publications Location
AT&T Office@Hand	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/OAH">http://serviceguidenew.att.com/sg_flashPlayerPage/OAH</a>
AT&T Software	AT&T Software License Agreement
AT&T Office@Hand desktop and mobile software	<a href="http://www.att.com/officeathandpolicy">http://www.att.com/officeathandpolicy</a>

## 2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Agreement Term	2 years
Term Start Date	Effective Date of this Agreement
Effective Date of Rates and Discounts	Effective Date of this Agreement

## 3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period
All Service Components	100%	Until end of Agreement Term

## 4. RATES (PRICES)

The initial number of Users selected by Customer in the chart below is the baseline number of Users ("Baseline"). If Customer increases the number of Users above the Baseline, AT&T shall adjust the Monthly Charge accordingly. If Customer decreases the number of Users below the Baseline, the Monthly Charge will not decrease below the Baseline Monthly Charge during the Agreement Term.

AT&T Office@Hand (Standard Edition)											
Selected option is Customer's Baseline (Select 1 option)											
	# Of Users	Monthly Recurring Charge		# Of Users	Monthly Recurring Charge		# Of Users	Monthly Recurring Charge		# Of Users	Monthly Recurring Charge
<input type="checkbox"/>	2	\$50.00	<input type="checkbox"/>	Up to 25	\$550.00	<input type="checkbox"/>	Up to 125	\$2,500.00	<input type="checkbox"/>	Up to 450	\$9,000.00
<input type="checkbox"/>	3	\$75.00	<input type="checkbox"/>	Up to 30	\$660.00	<input type="checkbox"/>	Up to 150	\$3,000.00	<input type="checkbox"/>	Up to 475	\$9,500.00
<input type="checkbox"/>	4	\$100.00	<input type="checkbox"/>	Up to 35	\$770.00	<input type="checkbox"/>	Up to 175	\$3,500.00	<input type="checkbox"/>	Up to 500	\$10,000.00
<input type="checkbox"/>	5	\$125.00	<input type="checkbox"/>	Up to 40	\$880.00	<input type="checkbox"/>	Up to 200	\$4,000.00	<input type="checkbox"/>	Up to 525	\$10,500.00
<input type="checkbox"/>	6	\$150.00	<input type="checkbox"/>	Up to 45	\$990.00	<input type="checkbox"/>	Up to 225	\$4,500.00	<input type="checkbox"/>	Up to 550	\$11,000.00
<input type="checkbox"/>	Up to 8	\$200.00	<input type="checkbox"/>	Up to 50	\$1,100.00	<input type="checkbox"/>	Up to 250	\$5,000.00	<input type="checkbox"/>	Up to 575	\$11,500.00
<input type="checkbox"/>	Up to 10	\$250.00	<input type="checkbox"/>	Up to 60	\$1,320.00	<input type="checkbox"/>	Up to 275	\$5,500.00	<input type="checkbox"/>	Up to 600	\$12,000.00
<input type="checkbox"/>	Up to 12	\$300.00	<input checked="" type="checkbox"/>	Up to 70	\$1,540.00	<input type="checkbox"/>	Up to 300	\$6,000.00	<input type="checkbox"/>	Up to 700	\$14,000.00
<input type="checkbox"/>	Up to 14	\$350.00	<input type="checkbox"/>	Up to 75	\$1,650.00	<input type="checkbox"/>	Up to 325	\$6,500.00	<input type="checkbox"/>	Up to 800	\$16,000.00
<input type="checkbox"/>	Up to 15	\$375.00	<input type="checkbox"/>	Up to 80	\$1,760.00	<input type="checkbox"/>	Up to 350	\$7,000.00	<input type="checkbox"/>	Up to 850	\$17,000.00
<input type="checkbox"/>	Up to 16	\$400.00	<input type="checkbox"/>	Up to 85	\$1,870.00	<input type="checkbox"/>	Up to 375	\$7,500.00	<input type="checkbox"/>	Up to 1,000	\$20,000.00
<input type="checkbox"/>	Up to 18	\$420.00	<input type="checkbox"/>	Up to 90	\$1,980.00	<input type="checkbox"/>	Up to 400	\$8,000.00	<input type="checkbox"/>	Up to 1,500	\$30,000.00
<input type="checkbox"/>	Up to 20	\$440.00	<input type="checkbox"/>	Up to 100	\$2,000.00	<input type="checkbox"/>	Up to 425	\$8,500.00	<input type="checkbox"/>	Up to 2,000	\$40,000.00





## 5. AT&T OFFICE@HAND General Terms and Conditions

**5.1 Agreement:** AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference: (i) Service Guide(s) found at [www.att.com/servicepublications](http://www.att.com/servicepublications), and (ii) the AT&T Acceptable Use Policy ("AUP") found at [www.att.com/aup](http://www.att.com/aup). AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Service Guide(s).

**5.2. Services:** AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service, unless expressly provided to the contrary in a Service Publication.

**5.3. License and Other Terms:** Software and Purchased Equipment may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor or the manufacturer. Customer's execution of the Agreement for or placement of an Order for Software or Purchased Equipment is Customer's agreement to comply with such separate agreement.

**5.4. Purchased Equipment:** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

**5.5. Access to Premises:** Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**5.6. Hazardous Materials:** Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

**5.7. Independent Contractor Relationship:** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**5.8. Prices:** Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

**5.9. Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**5.10. Billing, Payments and Deposits:** Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**5.11. Credit Terms:** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

**5.12. Expiration of Term:** At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.





**5.13. Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

**5.14. Early Termination Charges:** If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 100% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

**5.15. Withdrawal of Service or Service Component:** Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

**5.16. Purchased Equipment and Software Warranty:** AT&T shall pass through to Customer any warranties for Purchased Equipment and Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**5.17. Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**5.18. Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

**5.19.** The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.





**5.20. Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**5.21. ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**5.22. General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

**5.23. Definitions:**

**"Affiliate"** of a party means an entity that controls, is controlled by, or is under common control with such party.

**"API"** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

**"AT&T Equipment"** equipment owned by AT&T and located at Customer's premises.

**"AT&T Software"** means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

**"Customer Personal Data"** means information that identifies an individual that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

**"Minimum Payment Period"** means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

**"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.





## AT&T OFFICE@HAND AGREEMENT

**"Software"** means AT&T Software and Vendor Software.

**"User"** means anyone who uses or accesses any Service provided to Customer.

**"Vendor Software"** means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.

By signing below, the person signing on behalf of Customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").

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



## Customer Signature Page

<b>Customer</b> County of Tyler Street Address: 100 W BLUFF ST City: WOODVILLE State/Province: TX Zip Code: 75979-5239 Country: US	<b>AT&amp;T</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: Jackie Skinner Title: Administrator Street Address: 100 W BLUFF ST City: WOODVILLE State/Province: TX Zip Code: 75979-5239 Country: US Telephone: 4092833652 Fax: Email: jskinner.aud@co.tyler.tx.us Customer Account Number or Master Account:	<b>AT&amp;T Contact (for notices)</b> Street Address: City: State/Province: Zip Code: Country:
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>	
Name: Jeanette Landro Company Name: All Connections LLC Agent Street Address: 10959 Dylan Loren Cir Ste A City: Orlando State: FL Zip Code: 32825 Country: United States Telephone: 407-720-8371 Fax: Email: jb1811@att.net Agent Code: 43922	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER AGREEMENT click <a href="#">here</a> for details or <a href="http://serviceguide.att.com/masteragreement/">http://serviceguide.att.com/masteragreement/</a>	
AT&T MANAGED INTERNET SERVICE PRICING SCHEDULE CONTRACT ID 7806828.pdf	7806828

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)
By:
Name:
Title:
Date:





AT&T MA Reference No. eMSA UA III  
AT&T PS Contract ID MIS14223654

### AT&T DEDICATED INTERNET PRICING SCHEDULE

<b>Customer</b>	<b>AT&amp;T</b>
County of Tyler  Street Address: 100 W BLUFF ST City: WOODVILLE State/Province: TX Zip Code: 75979-5239 Country: US	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Jackie Skinner Title: Administrator Street Address: 100 W BLUFF ST City: WOODVILLE State/Province: TX Zip Code: 75979-5239 Country: US Telephone: 4092833652  Email: jskinner.aud@co.tyler.tx.us	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/></b>	
Name: Jeanette Landro Company Name: All Connections LLC (U) Agent Street Address: City: Orlando State: FL Zip Code: 32825 Country: US Telephone: 4077208371 Fax: Email: jb1811@att.net Agent Code: 43922	

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

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

### AT&T and Customer Confidential Information

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Sales Express!

MA XI or higher  
ROME ID 1-ELFVF9W

ADI Express 1.0 PS v3 11012020  
AT&T Solution No. FMO607979299273  
Rate ID: ADIx-121420-79%

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>
AT&T Wi-Fi Services - AT&T Business Wi-Fi	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AWS">http://serviceguidenew.att.com/sg_flashPlayerPage/AWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	24 months
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

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

**4. RATES****Section I: AT&T Dedicated Internet****Table 1: ADI Self – Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
Ethernet	\$1,500.00	\$1,500.00**

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only

**Table 2: On-Site Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only
Ethernet	\$1,500.00

**AT&T and Customer Confidential Information**Page 2 of 4  
Sales Express!MA XI or higher  
ROME ID 1-ELFVF9WADI Express 1.0 PS v3 11012020  
AT&T Solution No. FMO607979299273  
Rate ID:ADIX-121420-79%



**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Table 3: Hi Cap Flex Billing Option – Ethernet (10 Mbps to 1 Gbps) - Group 1, 2, and 3**

Available bandwidth levels are subject to qualification at time of each order and may vary.

Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
10 Mbps	\$400.00	\$421.00	\$635.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$420.00	\$449.00	\$758.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$524.00	\$572.00	\$968.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$604.00	\$651.00	\$1,280.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$610.00	\$677.00	\$1,412.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$900.00	\$900.00	\$1,667.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,100.00	\$1,100.00	\$2,201.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,100.00	\$1,100.00	\$2,239.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,100.00	\$1,100.00	\$2,807.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,300.00	\$1,300.00	\$3,184.00	\$4,505.00	\$5,620.00	\$28.10
<b>Discount:</b>				<b>79.00%</b>	<b>79.00%</b>	<b>79.00%</b>

**Table 4: Hi Cap Flex Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4**

Available bandwidth levels are subject to qualification at time of each order and may vary.

Bandwidth	10 Gbps Discounted Ethernet Access Monthly Fee Group 1	10 Gbps Discounted Ethernet Access Monthly Fee Group 2	10 Gbps Discounted Ethernet Access Monthly Fee Group 3	10 Gbps Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
					Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	\$30.69
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	\$29.97
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	\$26.99
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	\$24.55
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	\$23.97
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	\$23.38
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	\$22.74
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	\$21.71
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	\$20.86
<b>Discount:</b>					<b>79.00%</b>	<b>79.00%</b>	<b>79.00%</b>

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ROME ID 1-ELFVF9WADI Express 1.0 PS v3 11012020  
AT&T Solution No. FMO607979299273  
Rate ID:ADIX-121420-79%

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Section II: Additional Service Fees**

<b>Moving Fee (during hours)</b>	<b>\$1,000 per location</b>
<b>Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)</b>	<b>Additional \$500.00 per location</b>

**Section III: AT&T Business Wi-Fi (ABW)**

No discounts apply.

<b>AT&amp;T Business Wi-Fi (ABW) per AP per month Rate</b>	<b>\$30.00</b>
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End of Pricing Schedule

**AT&T and Customer Confidential Information**Page 4 of 4  
Sales Express!MA XI or higher  
ROME ID 1-ELFVF9WADI Express 1.0 PS v3 11012020  
AT&T Solution No. FMO607979299273  
Rate ID:ADIX-121420-79%

### VIDEOMAGISTRATE ORDER FORM

Customer: Tyler County	Contact: Jackie Skinner
Address: 100 West Bluff St	Phone: 409-283-3652
Woodville, TX 75979	E-Mail: jskinner.aud@co.tyler.tx.us
<b>Services:</b> VideoMagistrate (the "Service(s)").	
<b>Services Fees:</b> \$300.00 per month, payable in advance, subject to the terms of Section 4 herein.	<b>Initial Service Term:</b> 12 Months
<b>Service Capacity:</b> <i>( 2 ) User - \$150.00/month per Judge</i>	
<b>Data Storage:</b> Unless mutually agreed upon, all documents and video recordings will be stored for a duration of 3 years from the date of creation.	
<b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. <b>Implementation Fee (one-time):</b> \$ No charge for online training	
<b>Billing and Payment:</b> Unless mutually agreed upon, billing begins within fourteen (14) days following signing of this agreement or training is completed, whichever date occurs first.	



### VIDEOMAGISTRATE SERVICES AGREEMENT

This VideoMagistrate Services Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") between NetProtec LLC with a place of business at PO Box 1671 Glen Rose, TX 76043 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**NetProtec LLC:**

**[Customer]:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

## **TERMS AND CONDITIONS**

### **1. SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services [in accordance with the Service Level Terms attached hereto as Exhibit B]. As part of the registration process, Customer will identify a user name and password for Customer's account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of

Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, Internet service, routers, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 [Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of



various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

#### **5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data

available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **7. INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be



infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

#### **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind

Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. Each party hereto consents and submits to the exclusive jurisdiction of any state court located in Somervell County, Texas for any actions, suits or proceedings arising out of or relating to this Agreement.

## **EXHIBIT A**

### **Statement of Work**

Provision user accounts  
Convert customer forms for online use  
Customer training (initial and ongoing)  
Providing documentation and support



**EXHIBIT B**  
**Service Level Terms**

Company shall use reasonable efforts to achieve the target service availability goal of 99.9% uptime, measured monthly, excluding scheduled maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer equal to (1) day, prorated annually, service for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

## **EXHIBIT C**

### **Support Terms**

Company will provide Technical Support to Customer via telephone, online and email 7 days a week during the hours of 7:00 am through 7:00 pm Central (CDT) time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling the toll-free support line or any time by emailing [support@videomagistrate.com](mailto:support@videomagistrate.com) or submitting a HelpDesk ticket online at [www.videomagistrate.com](http://www.videomagistrate.com).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.



QUOTED BY: Stewart Cobb  
 First National Bank Leasing  
 CELL PHONE: 940-613-3998

**Tyler County**  
**100 W. Bluff Woodville, TX 75979**  
**Tax ID # 74-6002576**

**Lease No: FNBL#**  
 CONTACT: Jackie Skinner  
 County Auditor  
 BUSINESS PHONE: 409-283-3652  
 Date: 12-18-2020

**Acceptance Date:**

Pct. 1 - Joe Blacksher  
 2020 CAT 140 Motor Grader  
 Serial#  
 Trade In  
 Serial#  
 FREIGHT/HANDLING:  
 TOTAL PURCHASE PRICE  
 Doc Fee  
 Down Payment  
**Net Capitalized Cost**

SOURCE: (3) Year Lease Purchase w/Guaranteed Buy Back  
**\$263,716.94 MUSTANG CAT**  
 \$0.00  
 \$0.00  
 \$0.00  
 \$0.00  
 \$263,716.94  
 \$250.00  
 \$0.00  
**\$263,966.94**

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
12/31/20	0.00	0	0.00	0.00	0.00
01/15/22	32,730.07	380	7,282.59	25,447.48	238,519.46
01/15/23	32,730.07	365	6,320.77	26,409.30	212,110.16
01/15/24	32,730.07	365	5,620.92	27,109.15	185,001.01
01/15/24	185,000.00	0	0.00	185,000.00	1.01

3yr. Guaranteed Buy Back from Mustang CAT \$185,000.00

Net Capitalized Cost  
 Interest Rate  
 Residual Value  
 Rounding Adjustment  
 Adjusted Res. Value

263,966.94  
 2.6500%  
 \$1.01  
 (0.01)  
 \$1.00

**\$19,224.28**

## INTERLOCAL COOPERATION AGREEMENT

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into effective this day of , 2020, by and between the county of Hall (the "County" herein) and county of Tyler, Tyler County Sheriff's Office (the "Entity" herein), political subdivisions of the State of Texas.

### WITNESSETH:

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

**WHEREAS**, the County, for purposes of performing functions of law enforcement through its Sheriff's Office, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

**WHEREAS**, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

**WHEREAS**, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the County through its Sheriff's Office;

**WHEREAS**, the Entity desires to access TLETS through the current authorized connection of the County to assist the Entity in the investigation of crime;

**WHEREAS**, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

**WHEREAS**, the County, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

**WHEREAS**, the County desires to allow the Entity to access TLETS through the County's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the County.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

### I. Terms and Conditions

1. County agrees to allow Entity to access County's authorized TLETS connection for criminal justice purposes.
2. Entity agrees to bear any costs associated with Entity gaining access to and using County's TLETS connection.



3. Entity agrees that Entity's use of County's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.
4. Entity agrees that if County determines, in its sole and absolute discretion, that Entity's connection with County's TLETS connection has any negative affect on County's computer network, terminals, operations, or any administrative function of the County or the County's Sheriff's Office, then County may terminate this Agreement and remove Entity's connection to TLETS. In the event of such termination of this Agreement and the server connection, County shall bear no cost or liability to Entity and the indemnification of Section 2 of Article II shall remain in full force and effect.

## **II. Miscellaneous**

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Hall County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the County and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
8. The effective date of this Agreement shall be the date of the last of the parties to approve and ratify this Agreement.

County of Hall, Hall County Sheriff's Office, Texas

Approved and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

ATTEST:

\_\_\_\_\_



County of Tyler, Tyler County Sheriff Office, Texas

Approved and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Signature

ATTEST:

\_\_\_\_\_

Date	Actions	Hours
14-Mar	Stand-up Alt EOC; info gather, share, order modification and distribution	10
15-Mar	Stand-up Alt EOC; info gather, share, order modification and distribution	10
21-Mar	Stand-up Alt EOC; info gather, share, order modification and distribution and Community Web mtg with TCCC	10
22-Mar	Stand-up Alt EOC; info gather, share, order modification and distribution and Community Web mtg with TCCC	10
28-Mar	Stand-up Alt EOC; info gather, share, order modification and distribution	10
29-Mar	Stand-up Alt EOC; info gather, share, order modification and distribution	10
4-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
5-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
11-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
12-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
18-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
19-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
25-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
26-Apr	Stand-up Alt EOC; info gather, share, order modification and distribution	8
2-May	Stand-up Alt EOC; info gather, share, order modification and distribution	8
3-May	Stand-up Alt EOC; info gather, share, order modification and distribution	8
8-May	Stand-up Alt EOC; info gather, share, order modification and distribution	8
9-May	Stand-up Alt EOC; info gather, share, order modification and distribution	8
6-Jun	Test Site EOC	12
25-Jul	Test Site EOC	12
24-Oct	Site Suopport- Chester	4
12-Dec	Site Suopport- Spurger	4
19-Dec	site Suopport- Chester	4
	Total hours	192

Covid hours by Ken Jobe outside of normal operations hours.

*Ken Jobe*  
12-23-20

*12/23/20*