

NOTICE OF MEETING – COMMISSIONERS COURT
RAINS COUNTY, TEXAS

Notice is hereby given that a **REGULAR MEETING** of the Rains County Commissions court will be held at 10:00 a.m. on **January 11, 2024** in the Rains County Courthouse Courtroom. The subjects to be discussed

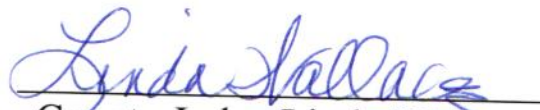
- I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION
- II. OPEN FORUM
- III. PRESENTATIONS: Rob Kyker with Crocket Retreat Center.
- IV. ITEMS FOR DISCUSSION and/or ACTION
 - A. Departmental Reports
 1. Road & Bridge Department
 - a. Monthly Report
 - b. Permits/Right-of-Way (ROW)
 2. Environmental Enforcement and Emergency Management
 3. Veterans' Services
 4. AgriLife Extension
 5. Indigent Healthcare
 6. Public Library
 - B. Elected Official's and Finance Reports
 1. Financial Report
 - a. Line item transfers/budget amendments
 - b. Payment of accounts
 - c. Monthly Financial
 - d. Payroll and Personnel
 2. Sheriff's Reports
 3. District Clerk's Monthly Report
 4. County Clerk's Monthly Report
 5. Justice of the Peace's Monthly Report
 6. Constable's Monthly Report
 - C. Discuss/take action regarding accepting the Commissioners Court minutes from the prior Regular and or Special meeting.
 - D. Discuss/take action regarding accepting the Agreement with Ring Central into the minutes.
 - E. Discuss/take action regarding approving the Kologik LLC Software-as-a-Service Renewal Agreement due to an increase in Licenses.
 - F. Discuss/take action regarding Red Bird Ranchettes concept plan.
 - G. Discuss/take action on Plat Recording Fees.
 - H. Discuss/take action regarding the Landlord change for the Sheriff's Office Tower.

FILED FOR RECORD
2024 JAN -8 AM 9:38
RANDY SAWYER
COUNTY CLERK
RAINS COUNTY, TEXAS
BY: M. Hargrove DEPUTY

Administrative Court Activities and Comments

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections (551-071 – Consult With an Attorney); (551.072 – Real Property); (551.073 – Prospective Gifts); (551.074 – Personnel Matters); (551.075 – Conference Relating to Investments); (551.076 – Security Devices).

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code


County Judge Linda Wallace

THE STATE OF TEXAS

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RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

January 11, 2024

Be it remembered, the Commissioners Court of Rains County, Texas, being convened in its regular session in the Rains County Courthouse, on Thursday, the **11th day of January 2024**, at **10:00 a.m.** with the following members of the court being present:

**County Judge Linda Wallace
County Commissioner Mike Willis
County Commissioner Jeremy Cook
County Commissioner Corey Young
County Commissioner Lori Northcutt**

Taped proceedings of court duly transcribed by:

**Mandy Sawyer
County Clerk/Court Ex-Officio**

The agenda was prepared by the Judge's office announcing a meeting to be held by the Commissioners at **10:00 a.m. on Thursday, January 11, 2024.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, the 11th day of January, 2024.**

I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION

The meeting was called to order by Judge Linda Wallace.

With members of the Court being present there was a quorum.

Commissioner Corey Young led the Court with the Pledge of Allegiance to the United States of America Flag and the Pledge of Allegiance to the Texas Flag, David Banks led the invocation.

II. OPEN FORUM

III. PRESENTATIONS-Rob Kyker with Crocket Retreat Center

IV. ITEMS FOR DISCUSSION and/or ACTION.

A. Departmental Reports

1. **Road & Bridge Department**
 - a. **Permits/Right-of-Way (ROW)**
2. **Environmental Enforcement and Emergency Management¹**
3. **Veterans' Services²**
4. **AgriLife Extension³**

1 Environmental Enforcement Monthly Report

2 Veterans Services Monthly Report

3 AgriLife Monthly Report

- 5. **Indigent Health Care Program⁴**
- 6. **Library⁵**
- B. **Elected Official's and Finance Reports**
- 1. **Financial Report**

- a. **Line-Item transfers/budget amendment.**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to approve line-item transfers and budget amendments.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None
 Court Members Abstaining: None
 Motion Carried

- b. **Payment of accounts ⁶**

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt to approve payment of account in the amount of \$158,185.22.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None
 Court Members Abstaining: None
 Motion Carried

- c. **Monthly/Quarterly Report (If present)**

- d. **Payroll & Personnel ⁷**

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt to approve payroll and personnel changes.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None
 Court Members Abstaining: None
 Motion Carried

- 2. **Sheriff's Report⁸**
- 3. **District Clerks Report⁹**
- 4. **County Clerks Report¹⁰**
- 5. **Justice of the Peace Report¹¹**
- 6. **Constable Report¹²**

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to accept all Elected Officials and Finance Reports into

4 Indigent Health Care Monthly Report
 5 Library Monthly Report
 6 Payment of Accounts
 7 Payroll & Personnel changes
 8 Sheriff's Monthly Report
 9 District Clerk Monthly Report
 10 County Clerk Monthly Report
 11 JP Monthly Report
 12 Constable Monthly Report

meeting minutes.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

C. Discuss/take action regarding accepting the Commissioners Court minutes from the prior regular and or special meeting.

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to accept the Commissioners Court minutes from the prior regular and or special meeting into the meeting minutes.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

D. Discuss/take action regarding accepting the agreement with Ring Central into the minutes.

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to accept the agreement with Ring Central into the meeting minutes.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

E. Discuss/take action regarding approving the Kologik LLC Software-as-a-Service Renewal Agreement due to the increase in licenses.¹³

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt to approve the Kologik LLC Software-as-a-Service Renewal Agreement due to the increases in licenses.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

F. Discuss/take action regarding Red Bird Ranchettes concept plan.

N/A

G. Discuss/take action on Plat recording fees.¹⁴

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt to leave the plat fees as they are.

Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

¹³ Kologik LLC Software as a Service agreement

¹⁴ Preposed plat fees for county clerks office

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

H. **Discuss/take action regarding the landlord change for the Sheriff's Office Tower.**¹⁵

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to acknowledge the sale of the tower to the new landlord.
Court Members Voting Aye: Jeremy Cook, Mike Willis, Korey Young, Lori Northcutt and Linda Wallace.

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

V. **Administrative Court Activities and Comments.**

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Mike Willis to adjourn.

Court Members Voting Aye: Jeremy Cook, Mike Willis, and Linda Wallace.

Court Members Voting No: None
Court Members Abstaining: None
Motion Carried

With no further business to be considered by the Court at **11:45 am.**, Judge Linda Wallace declared Commissioners Court adjourned.

On this the 11th day of January, 2024, I, Mandy Sawyer, attest to the accuracy of this record.



Mandy Sawyer

Mandy Sawyer, County Clerk and
Ex-officio of Commissioners Court

**Environmental Enforcement
Emergency Management
Commissioner's Court Report**

For the Month of **December, 2023**

Environmental:

OSSF Details: New Applications Received and Permits Issued

Fees:	10 Acre Exempt	Non – Exempt	Commercial	Total
Month: December, 2023				
\$400.00(rate)	2 (\$0)	(\$400.00) 6	0 (\$600.00)	\$2,400.0
OSSF Details				
(January)	1	12	0	\$4,800.00
(February)	0	7	0	\$2,800.00
(March)	2	11	0	\$4,400.00
April	2	7	1	\$3,400.00
May	3	6	2	\$3,600.00
June	2	3	0	\$1,200.00
July	2	5	0	\$2,000.00
August	1	8	0	\$3,200.00
September	2	10	0	\$4,000.00
October	4	7	0	\$2,800.00
November	4	6	0	\$2,400.00
December	2	6	0	\$2,400.00

2023 Year End Total: **\$34,600.00**

Next Dumpster Day: January 6th, 2024

Recap since last Month's report:

Environmental Enforcement

1. We had a total of **4** new **installations** in December
2. **New OSSF applications for December, total of 8, with 6 Paid and 2 Free** 10 acre exempt. We Currently have **26** applications approved for construction and awaiting installation and final inspection.
3. December OSSF quantity application updates to TECQ have been filed. We are up to date and on schedule with them.
4. Received 5 complaints of possible violations, illegal trash dumped, Health and Safety Nuisance violations, illegal auto junk yard. All incidents have been investigated – no citations given at this time, warnings with total of 2 **30-day Abatement Notices** issued and in process, awaiting time frame before citations issued on others .
5. We had a total revenue of **\$402** from **metal revenue** in October (now loading Metal in separate dumpster until full, then empty). **Standard Bulk Trash revenue** collection was also very low **\$408.00**, for a Total of **\$408.00** Revenue for December. The total revenue for Bulk Trash and Metal in 2023 was **\$11,318.83**
6. We are still on the look-out for more “older” campers and mobile homes that are locating on property without obtaining septic permits or septic systems or just dumping on ground. We found one last week in Precinct 1. It is a mobile home with the hole dug for the tank and lines, both of which are illegal. We are checking daily for the owner to return with action to follow.
7. We have received notification from ETCOG that our Bulk Trash Tire grant has been officially granted in the amount of \$2300.00. The paperwork should arrive within the next 2 weeks. Our Tire Clean up is planned for late February or early March.
8. We have made changes in the OSSF application process. In early December a letter was sent to the septic installers who frequently install in Rains County, notifying them that we would no longer accept applications that were submitted on **out-of-date** paperwork. Beginning Jan. 1, we would reject applications that were not completed on the proper applications. Additionally, we changed the “drop off” location for applications to the County Clerks office instead of the County Treasurer. This move just streamlined the process and took some traffic load off the Treasurer’s office. Crystal and I spent time with Mandy and her great group of ladies to train them in what to expect in the OSSF world. Big THANKS to Mandy and ladies.
9. I received a letter from TCEQ reminding us that we had not submitted our fee to them for 2017 and 2018 installations. We (Judge Wallace and I) were under the impression that those 2 years were “forgiven” if we submitted from January 2019, which we did,

and paid the total fees. After talking to the TCEQ agent, who is a different one than we dealt with, asked if we had proof that those 2 years were to be forgiven. Well, we could not come up with any. So, on Tuesday, January 2 I began submitting reports for 2017 and 2018. However, their system had changed on the 1st and removed year 2017 from the option. So, another call to TCEQ who told me, "oh well", just enter 2018 and don't worry about 2017. They said that if they ever change their system to allow more years, they will let me know. DAH. So, we only had to enter and pay for 2018, which will be \$490.00 for 49 new applications in 2018. So, we are current with them thru 12-23

Emergency Management:

1. The absence of an Emergency Operations Center is the most pressing matter before the Emergency Management Department. I say that to keep that fact on the minds of the Court as a constant reminder. The addition of a Staff Grant Writer could potentially solve this problem, as well as other financial problems with available Grant funding.
2. We did receive the last piece of HazMat equipment ordered for the Sheriff's department from the LEPC Grant. We delivered the Decontamination Shower unit to the jail in early December.
3. I will be contacting Mayor Hill in Emory to discuss the possibility of access / use of the Emory Emergency Center for approximately 2 -3 weeks during the Solar Eclipse in March. This building could be used as EMC during this event.
4. As you know, we had our first Solar Eclipse Planning meeting on Dec. 19th. The meeting was well attended and was eye- opening to most who attended. It definitely brought out the fact that we need to do more planning. We will have our next planning meeting on Tuesday, January 23rd at the Emory VFD at 5:30. We will discuss some items in the planning phase and items that need to be planned.
5. In preparation for this Solar Eclipse event, as well as other events, I have drafted a Rains County Special Event Application, along with the assistance of Sheriff Hopkins. It has been presented to Judge Wallace and then to Robert Vititow for approval and consideration and presentation to the Commissioners Court.
6. Our Hazard Mitigation Plan is now past TDEM and in the hands of FEMA awaiting their final approval.

7. Now is the time that many different Grants are opening (SERI and eGrants) thru ETCOG, and many others, and we need to determine if we are applying for any of these grants.

Please let me know if you have any questions.

Thank you for your support.

Respectfully,

Joe Parker

Rains County Environmental Enforcement &

Emergency Management Coordinator



COUNTY OF RAINS

David Harvey
Veterans Service Officer
189 E. North St.
Emory, Texas 75440

Tel: (903) 473-5055

Fax: (903) 953-0008



Activity Report December 2023

1. **NUMBER OF DAYS IN OFFICE:** Seven
2. **TOTAL CLIENTS SERVED:** 21 in office and 37 via phone
3. **OTHER MATTERS:**
 - a. My surgery for my hernia went well, I am now back in the groove. Because of surgery and holidays this has been a short month.
 - b. Veteran Volunteers: 4 volunteers drove 4 veterans to VA medical appointments. They drove 412 miles giving 20 volunteers hours.
 - c. Total numbers for Transportation since inception in March 2011 is 1,563 volunteers drove 1,684 veterans to VA medical appointments giving 12,246 hours. Ending mileage on Veteran Transportation Van is 18,696

David Harvey
Rains County Veteran Service Officer

Serving those who served

AGRICULTURE & NATURAL RESOURCES

Stephen Gowin - Extension Agent - Agriculture & Natural Resources

- **Project Visits**- Agent made several project visits throughout the month for youth showing at Major shows.
- **NACAA National Planning Meeting**- Agent attended the National Ag Agents Association Meeting to plan for the National Conference in July.
- **Texas Community Futures Forum Training**- Agent attended the TCFE Training.
- **AG/NR Engagements** - Agent worked with local producers to address AG/NR questions and concerns.

FAMILY & COMMUNITY HEALTH

Sarah Latham - Extension Agent - Family & Community Health

- **State Association Board Meeting** - Agent attended the state association board meetings held in Brownwood. Agent serves as State Secretary for TEAFCS.
- **District TEAFCS Meeting** - Agent attended the District IV TEAFCS Association Meeting.
- **Rains/Hopkins Retired Teachers** - Agent presented to the Rains/Hopkins Retired Teachers Association on Holiday Stress and Family Activities.
- **Texas 4-H 101 New Agent Training** - Agent presented on the state 4-H Food & Nutrition Project at Texas 4-H 101, a training for new agents across the state.
- **FCH Engagements** - Agent provided health information, social media posts, and answered FCH questions.

ALL AGENT ACTIVITIES

Stephen Gowin & Sarah Latham

- **Office Conference** - Agents and office staff met to discuss upcoming events and additional information.
- **DEA Monthly Update** - Agents attended virtual monthly DEA update.
- **Newspaper Articles** - Agents rotate weekly articles for the Rains County Leader; articles address local and emerging issues.
- **District IV 4-H Photography Judging** - Agents served as judges for the district photography contest.
- **4-H Poinsettia Fundraiser** - Agents coordinated the 4-H fundraiser, we sold 446 poinsettias.

4-H & YOUTH DEVELOPMENT

Stephen Gowin & Sarah Latham

- **Current Membership** - 129 Enrolled Members
- **4-H Sew Day** - Agent and TEEA members worked with 4-H youth on basic and advanced sewing skills.
- **Good Samaritan's Bell Ringers** - Rains 4-H members rang the bell to help collect donations supporting Good Sam's.

Stephen Gowin
Agricultural & Natural Resources Agent

Sarah Latham-Staton
Family & Community Health Agent



Texas A&M AgriLife Extension

P.O. Box 278
Emory, Texas 75440
(903) 473-4580

rains.agrilife.org

TRAVEL PAYMENT REQUISITION

Pay to: Stephen Gowin
 Title: County Agent
 Dates: 12-1-2023 thru 12-31-2023

Dept: Texas A&M AgriLife Extension
 Activity: December Travel

TRV TRA	Date	Destination	Meals	Lodging	Beginning Mileage	Ending Mileage	Total Miles	Remarks
TRV	12/1/2023	Emory			182,055	182,085	30	Delivered poinsettias for 4-H fundraiser
TRV	12/6/2023	Greenville			182296	182367	71	Had to pick up supplies for office and 4-H.
TRV	12/8/2023	Sulphur Springs			182,480	182,545	65	Attended NETBIO Board Meeting
TRV	12/14/2023	Mineola			182882	182929	47	Met with local business about sponsoring ag programs.
TRV	12/19/2023	Cooper	\$18.00		183,376	183,472	96	Met with County Agent to pick up supplies for TCAAA Agents Association.
TRV	12/22/2023	Canton			183511	183565	54	Met with county agent to plan the upcoming Beef and Forage Program in March.
TRV								
TRV								
TRV								
TRV								
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TRV								
TRV								
TRV								
TRV								
			\$18.00	\$0.00				
Total:							363	

TRV <i>Travel</i>	Personal Mileage @ \$.655 per Mile:	\$237.77
TRA <i>Training</i>	Meals:	\$18.00
	Lodging (Receipts must be attached):	\$0.00
B <i>Breakfast</i>	Misc. (Receipts must be attached):	\$0.00
L <i>Lunch</i>		
D <i>Dinner</i>		
	TOTAL AMOUNT TO BE REIMBURSED:	\$255.77

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the time period shown.

Date: December 28, 2023

Signed: 



County Indigent Health Care Program (CIHCP)
Monthly Financial Report

County Name: Rains Co. Indigent Health Report for (Month/Year): December 2023
or
Amendment of the Report for (Month/Year): _____

I. Reimbursable Expenditures During This Report Month

Physician Services	1.	\$1,774.42	
Prescription Drugs	2.	\$1,708.76	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$555.12	
Laboratory/X-Ray Services	5.	\$280.25	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$0.00	
State Hospital Contracts	9.		
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.	\$0.00	
Total Expenditures (Add #1 through #11.)			12. \$4,318.55
Reimbursements Received (Do not include State Assistance.)	13.	\$0.00	
6% Eligibility System Review Findings (\$ in error)	14.		
Total to be Deducted (Add #13 + #14.)			15. \$0.00
Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)			16. \$4,318.55

II. Expenditure Tracking for State Assistance Funds Eligibility/Reimbursement

Total Expenditures for Current State Fiscal Year (9/1 - 8/31):	35,629.70
General Revenue Tax Levy GRTL:	6,738,575.00
4% of GRTL:	269,543.00
6% of GRTL:	404,314.50
8% of GRTL:	539,086.00

Glenda Harder
Signature of Person Submitting Form 105

01/04/2024
Date

Rains County Public Library Performance Measures 2023-24

	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sep	YTD	FY 2022-23	% +/- from previous year	
Users																
Cards Issued	23	18	18										59	317	-81.39%	
Cards withdrawn	2	4	3											9	47	-80.85%
Total Registered Users	9888	9902	9917	9917	9917	9917	9917	9917	9917	9917	9917	9917	9917	9867	0.51%	
% of county will/library card visits	90.60%	90.73%	90.86%	90.86%	90.86%	90.86%	90.86%	90.86%	90.86%	90.86%	90.86%	90.86%	90.86%	90.41%	0.51%	
Visits	1347	1233	1059	0	1059	0	0	0	0	0	0	0	4698	15204	-69.10%	
Collection Use																
Total Collection Use	1888	1827	1430	0	0	0	0	0	0	0	0	0	5145	22489	-77.12%	
Checkouts																
Adult	662	481	373													
Young Adult	19	10	8													
Juvenile	220	356	285													
Renewals	414	503	293													
DVD's	259	205	198													
ebooks	314	272	273													
Holdings Placed	29	31	24													
Holdings Filled	24	29	21													
Overdues	88	74	66													
Reference Transactions	77	61	57													
Interlibrary Loan Transactions																
Total requests	3	5	5													
Total filled	0	0	0	0	0	0	0	0	0	0	0	0	13	83	-84.34%	
Computer Use																
Total Patron Sessions	137	102	98													
wifi usage	149	147	125													
Total Usage	286	249	223	0	0	0	0	0	0	0	0	0	758	4060	-81.33%	

BUDGET AMENDMENT / LINE ITEM BUDGET TRANSFER

Number	Description	Decrease	Increase	Post Date
BA	ARPA FED GRANT PROCEEDS FY23			9/30/2023
	053-2000-40052 GRANT PROCEEDS ARPA		\$ 822,943.65	
	053-2000-50345 CONTINGENCY	\$ 667,059.65		
	053-2000-50423 EQUIP LEASE		\$ 94,489.02	
	053-2000-50425 EQUIPMENT		\$ 298,901.96	
	053-2000-50465 CULVERTS		\$ 10,018.48	
	053-200-50470 ROAD MATL		\$ 263,584.82	
	053-2000-50475 TOLS & SMALL ACCES		\$ 65.37	
BA	TDEM STATE GRANT PROCEEDS FY23			
	054-1115-40052 GRANT PROCEEDS		\$ 23,420.94	
	054-1115-50350 OFFICE SUPPLIES		\$ 375.48	
	054-1115-50425 EQUIPMENT		\$ 5,668.74	
	054-1115-50475 TOOLS & SMALL ACCES		\$ 4,021.92	
	054-1115-50610 SALARIES		\$ 8,752.15	
	054-1115-50675 COMPUTER EQUIP		\$ 4,302.57	
	054-1115-50680 COMPUTER SOFTWARE		\$ 299.98	

**Budget Adjustment Register
Rains County**

1/10/2024 8:34:20 PM

<u>Post Date</u>	<u>GL Account Number</u>	<u>GL Account Name</u>	<u>Line Item Description</u>	<u>Previous</u>	<u>Adjustment</u>	<u>Current</u>
9/30/2023	053-2000-50475	Tools & Small Accessories	FYE23 GRANT BA ARPA	0.00	65.37	65.37
	053-2000-50470	Road Material	FYE23 GRANT BA ARPA	0.00	263,584.82	263,584.82
	053-2000-50465	Culverts	FYE23 GRANT-BA ARPA	0.00	10,018.48	10,018.48
	053-2000-50425	Equipment	FYE23 GRANT BA ARPA	113,644.00	298,901.96	412,545.96
	053-2000-50423	Equip Lease/Rental	FYE23 GRANT BA ARPA	0.00	94,489.02	94,489.02
	053-2000-50345	CONTINGENCY	FYE23 GRANT BA ARPA	1,773,424.00	(667,059.65)	1,106,364.35
	053-2000-40052	Grant Proceeds- ARPA GRANT	FYE23 GRANT BA ARPA	0.00	822,943.65	822,943.65
	054-1115-50680	Computer Software	FYE23 GRANT BA TDEM	0.00	299.98	299.98
	054-1115-50675	Computer Equipment	FYE23 GRANT BA TDEM	0.00	4,302.57	4,302.57
	054-1115-50610	Salaries	FYE23 GRANT BA TDEM	0.00	8,752.15	8,752.15
	054-1115-50475	Tools & Small Accessories	FYE23 GRANT BA TDEM	0.00	4,021.92	4,021.92
	054-1115-50425	Equipment	FYE23 GRANT BA TDEM	0.00	5,668.74	5,668.74
	054-1115-50350	Office Supplies	FYE23 GRANT BA TDEM	0.00	375.48	375.48
	054-1115-40052	Grant Proceeds	FYE23 GRANT BA TDEM	0.00	23,420.94	23,420.94

01/11/2024 Liability Payables

Vendor	Type	Check Date/ACH Date	Account	Amount
Liberty National	Liability Check	1/19/2024	2-0225 HR Insurance Payable	\$752.22
Office of the Attorney General	ACH payment	1/19/2024	2-0228 Child Support Pay	\$694.79
United States Treasury	ACH payment	1/12/2024	2-0222 Payroll W/H & 2-0210 FICA	\$37,725.71
				\$39,172.72

+ \$21,120.00
 + \$97,892.50
 = \$158,185.22

FEDERAL GRANTS

Rains County
Invoice Register

1/9/2024 11:38 AM

Batch # 71835
Batch Description Federal Grants 01-11-2024
Bank Account Name CASH IN BANK - FEDERAL GRANTS

Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
GRANTWORKS	04	1/2/2024	ARPA Admin Servic	053-2000-50275	PROFESSIONA Manual Check	0167	21,120.00
Total							21,120.00

Rains County Invoice Register

Batch # 71834
 Batch Description Payables 01-11-2024
 Bank Account Name Consolidated Cash

1/9/2024 11:38 AM

Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
3AM	100000401	1/5/2024	IT-CyberSec. Rene	002-1175-50685 Computer Soft	Check		160.00
ANDREWS CENTER	Jail Inmate Hea	1/5/2024	IndHlth-Jail Health	002-1005-50311 Prisoner Healt	Check		180.00
ANDREWS CENTER	0124c	1/2/2024	Hlth&welf-Cash Re	002-1113-50340 MHMR Service	Check		1,333.34
ANDREWS CENTER Total:							1,513.34
ARCOSA CRUSHED	A240751431	12/28/2023	RB-Crushed Concre	010-1150-50470 Road Material	Check		937.20
ARCOSA CRUSHED	A240751432	12/28/2023	RB-Crushed Concre	010-1150-50470 Road Material	Check		464.60
ARCOSA CRUSHED CONCRETE Total:							1,401.80
AT&T MOBILITY	287319219015	12/15/2023	SHRF-Cell Phones	002-1110-50443 Mobile Networ	Check		1,032.34
BEN E KEITH DFW	12292744	12/7/2023	Jail-Food	002-1109-50436 Prisoner Food	Check		81.40
BEN E KEITH DFW	12335124	12/27/2023	Jail-Food,Cust Sup	002-1109-50288 Custodial Sup	Check		74.95
BEN E KEITH DFW Total:							1,138.20
BEN E KEITH DFW	12354071	1/2/2024	Jail-Food,Cust Sup	002-1109-50288 Custodial Sup	Check		170.80
BEN E KEITH DFW Total:							1,343.78
BENSON BROS.	23-114811	1/3/2024	RB-Motograder Ha	010-1150-50286 Equipment Mai	Check		500.00
BENSON BROS.	114259	12/7/2023	RB-F450 Tow	010-1150-50287 Vehicle Rep &	Check		225.00
BENSON BROS.	113245	11/15/2023	RB-International	010-1150-50287 Vehicle Rep &	Check		650.00
BENSON BROS.	115152	12/29/2023	RB-Freightliner	010-1150-50287 Vehicle Rep &	Check		650.00
BENSON BROS. WRECKER SERVICE, INC.							2,025.00
BRIAN TOLLIVER FO	30645	12/27/2023	RB-Mas Cyl Seal Kit	010-1150-50287 Vehicle Rep &	Check		6.67

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 Batch Description Payables 01-11-2024
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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
BRIGHT STAR -	Acct. 592	12/22/2023	RB-Water	010-1150-50383 Water	Check		34.00
BRODART CO	B6718368	12/27/2023	Library-Almanac	034-1125-50515 Library Materi	Check		22.46
BRODART CO	B6721614	1/2/2024	Library-Books	034-1125-50515 Library Materi	Check		147.71
BRODART CO	B6710470	12/11/2023	Library-Book	034-1125-50515 Library Materi	Check		22.38
BRODART CO	B6710784	12/11/2023	Library-Books	034-1125-50515 Library Materi	Check		89.02
BRODART CO Total:							281.57
CDW-G	NR57917	12/20/2023	JP-Laptop	009-1090-50475 Tools & Small	Check		1,755.48
CHRISTUS TRINITY	Indigent Health	1/5/2024	IndHlth-Ind. Health	002-1005-50310 Indigent Healt	Check		127.71
CITY OF EMORY	Acct. 836	12/19/2023	Annex-Water	002-1002-50383 Water	Check		33.23
				002-1003-50383 Water	Check		33.23
				002-1006-50383 Water	Check		33.23
				002-1007-50383 Water	Check		33.23
				002-1030-50383 Water	Check		49.84
				002-1060-50383 Water	Check		49.84
				002-1065-50383 Water	Check		49.84
				002-1075-50383 Water	Check		33.23
				002-1080-50383 Water	Check		16.62
CITY OF EMORY	Acct. 108	12/19/2023	Constable-Water	002-1006-50383 Water	Check		16.13
				002-1055-50383 Water	Check		21.50
				002-1060-50383 Water	Check		5.37

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 Batch Description Payables 01-11-2024
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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
CITY OF EMORY	Acct. 295	12/19/2023	Library-Water	034-1125-50383 Water	Check		146.19
CITY OF EMORY	Acct. 111	12/19/2023	SHRF/Jail-Water	002-1109-50383 Water	Check		255.79
				002-1110-50383 Water	Check		255.80
CITY OF EMORY Total:							1,033.07
COUNTY	SOP018590	12/19/2023	IT-Email Accts	002-1175-50603 IT/Website Ma	Check		503.23
CROSSROAD	14004	12/27/2023	RB-Tower Rent	010-1150-50423 Equip Lease/R	Check		300.00
DANIEL RESENDIZ	Reimbursement	12/1/2023	SHRF-Micro Speake	002-1110-50475 Tools & Small	Check		74.98
DAVID'S TIRE	1686061	12/21/2023	SHRF-Mounts	002-1110-50287 Vehicle Rep &	Check		30.00
DAVID'S TIRE	1686060	12/21/2023	SHRF-Mounts	002-1110-50287 Vehicle Rep &	Check		30.00
DAVID'S TIRE	1686062	12/29/2023	SHRF-Flat Fix	002-1110-50287 Vehicle Rep &	Check		15.00
DAVID'S TIRE SHOP Total:							75.00
DIGITAL	10490	12/19/2023	RB-Signs	010-1150-50473 Road Signage	Check		1,405.25
DK STUDIOS	0434	1/8/2024	Jail-Sew Patches	002-1109-50455 Uniforms	Check		247.50
DUKO OIL CO	D49639	12/29/2023	RB-Veh. Fuel/DEF	010-1150-50440 Fuel & Oil	Check		234.22
DUKO OIL CO	D49651	1/4/2024	RB-Veh. Fuel/DEF	010-1150-50440 Fuel & Oil	Check		150.65
DUKO OIL CO	D49650	1/4/2024	RB-Veh. Fuel	010-1150-50440 Fuel & Oil	Check		68.73
DUKO OIL CO Total:							453.60
EAST TEXAS	1502043	1/1/2024	Maint-Fire Alarm M	002-1175-50388 ALARM MONIT	Check		104.00
EMORY AUTO SUPP	350697	1/2/2024	RB-Chain Shaping	010-1150-50475 Tools & Small	Check		54.00
EMORY AUTOMOTI	27434	12/21/2023	SHRF-Alignment	002-1110-50287 Vehicle Rep &	Check		159.17

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount	
FEC ELECTRIC	3361308300	12/30/2023	RB-Electricity	010-1150-50381 Electricity	Check		9.60	
FEC ELECTRIC	3332272200	12/30/2023	RB-Electricity	010-1150-50381 Electricity	Check		25.00	
FEC ELECTRIC	3332615200	12/30/2023	RB-Electricity	010-1150-50381 Electricity	Check		9.60	
FEC ELECTRIC	3341308800	12/30/2023	RB-Electricity	010-1150-50381 Electricity	Check		25.00	
FEC ELECTRIC	334145601	12/30/2023	AgrLife-Electricity	002-1010-50381 Electricity	Check		772.09	
FEC ELECTRIC	3353272600	12/30/2023	Crths-Electricity	002-1006-50381 Electricity	Check		570.17	
							FEC ELECTRIC Total:	1,937.78
FRONTIER	903473500008010	12/28/2023	IT-Directory List.	002-1175-50385 Telephone	Check		14.02	
FRONTIER	903473429812011	1/1/2024	IT-Fax Lines	002-1175-50385 Telephone	Check		276.88	
							FRONTIER COMMUNICATIONS Total:	290.90
FUELMAN	1672518	1/1/2024	RB-Fuel	010-1150-50440 Fuel & Oil	Check		2,456.18	
FUELMAN	2083016	1/1/2024	VA-Fuel	002-1114-50440 Fuel & Oil	Check		71.45	
FUELMAN	2083012	1/1/2024	Constable-Fuel	002-1055-50440 Fuel & Oil	Check		134.99	
FUELMAN	1740258	1/1/2024	SHRF-Fuel	002-1110-50440 Fuel & Oil	Check		5,062.30	
							FUELMAN Total:	7,724.92
GHS LIMITED	November 2023	1/8/2024	JP-Collections	002-20470 PRIVATE COLLECTIO	Check		347.71	
GHS LIMITED	December 2023	1/8/2024	JP-Collections	002-20470 PRIVATE COLLECTIO	Check		820.76	

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
GHS LIMITED Total:							1,168.47
HARLEY MOORE	066329	12/27/2023	RB-Inspection	010-1150-50287 Vehicle Rep &	Check		40.00
HART INTERCIVIC,	094796	11/30/2023	Elect-Programming	002-1007-50306 Election Suppli	Check		612.85
HEMPHILL	R1536-13	1/1/2024	SHRF-Tower Rent	002-1110-50305 Rent Expense	Check		710.28
HOOTEN'S LAWN &	32808	12/31/2023	Maint-Lawn Care	002-1006-50284 Contr Grounds	Check		2,158.33
HOOTEN'S LLC	2311-263332	11/17/2023	Jail-Hot Pots	002-1109-50435 Prisoner Suppl	Check		138.20
HOOTEN'S LLC	2312-284732	12/21/2023	Maint-PW Soap,Noz	002-1006-50480 Building Repai	Check		26.78
HOOTEN'S LLC	2401-293911	1/8/2024	Maint-Bolts, WetJet	002-1006-50288 Custodial Sup	Check		17.98
				002-1006-50480 Building Repai	Check		18.48
HOOTEN'S LLC	2401-294451	1/9/2024	Maint-Drill Bit,Scre	002-1006-50480 Building Repai	Check		7.75
HOOTEN'S LLC Total:							209.19
HUNT REGIONAL M	Jail Inmate Hea	1/5/2024	IndHlth-Jail Health	002-1005-50311 Prisoner Healt	Check		435.73
INDIGENT	77097	1/1/2024	IndHlth-Software M	002-1005-50685 Computer Soft	Check		945.00
INTERSTATE BILLI	R520030528:01	1/2/2024	RB-Oil Cap Issue	010-1150-50287 Vehicle Rep &	Check		579.79
J & R DISCOUNT A	01NV015308	12/27/2023	SHRF-Battery	002-1110-50287 Vehicle Rep &	Check		181.41
J & R DISCOUNT A	01NV015342	12/28/2023	SHRF-Oil Filter,Sea	002-1110-50287 Vehicle Rep &	Check		68.02
J & R DISCOUNT A	01NV015455	1/2/2024	SHRF-Brake Pads	002-1110-50287 Vehicle Rep &	Check		73.97
J & R DISCOUNT AUTO SUPPLY Total:							323.40
JUDITH SNYDER, C	Rains County	12/8/2023	Catt-Court Reporte	002-1030-50502 Court Reporter	Check		662.00
KOLOGIK, LLC	INV-13550	12/15/2023	JP-Copsync	002-1175-50672 NETDATA- JUS	Check		500.00

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
LANGUAGE LINE	11202811	12/31/2023	SHRF-Translation T	002-1110-50685 Computer Soft	Check		8.70
LAW ENFORCEMEN	221170	12/18/2023	SHRF-Case Mgmt F	002-1110-50350 Office Supplies	Check		140.00
LOCAL GOVERNME	68152	1/1/2024	IT-LGS Software	002-1175-50607 LGS/Imagetec	Check		1,838.00
LOCAL GOVERNME	68153	1/1/2024	IT-LGS Software	002-1175-50607 LGS/Imagetec	Check		1,309.00
LOCAL GOVERNME	68154	1/1/2024	IT-LGS Software	002-1175-50607 LGS/Imagetec	Check		1,188.00
LOCAL GOVERNME	68155	1/1/2024	IT-LGS Software	002-1175-50607 LGS/Imagetec	Check		2,127.00
LOCAL GOVERNMENT SOLUTIONS, LP							
MITCHELL	00050980	12/31/2023	RB-Cylinders	010-1150-50353 SHOP SUPPLIE	Check		6,462.00
NETDATA	November 2023	1/8/2024	JP-Tickets	002-1090-50685 Computer Soft	Check		49.35
NETDATA	December 2023	1/8/2024	JP-Tickets	002-1090-50685 Computer Soft	Check		114.00
NETDATA Total:							130.00
NETDATA Total:							244.00
NEW BENEFITS,	PY12132023	12/13/2023	Teladoc (Post Tax)	002-20218 Teladoc Premiums P	Check		166.20
				002-20218 Teladoc Premiums P	Check		28.98
				010-20218 Teladoc Premiums P	Check		8.31
NEW BENEFITS,	PY12272023	12/27/2023	Teladoc (Post Tax)	002-20218 Teladoc Premiums P	Check		166.20
				010-20218 Teladoc Premiums P	Check		8.31
NEW BENEFITS, LTD. Total:							378.00
OMNIBASE	PS ID: 001190	1/2/2024	JP-Criminal Fees	002-20260 State Criminal Fees	Check		168.26
O'REILLY AUTO	5658-451288	12/27/2023	RB-Antifreeze	010-1150-50287 Vehicle Rep &	Check		111.94
O'REILLY AUTO	5658-451350	12/27/2023	RB-Horn Button	010-1150-50287 Vehicle Rep &	Check		5.69

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
O'REILLY AUTO	5658-451353	12/27/2023	RB-Gloves, Brake Fl	010-1150-50353 SHOP SUPPLIE	Check		36.98
O'REILLY AUTO	5658-451438	12/28/2023	RB-Brake Fluid	010-1150-50353 SHOP SUPPLIE	Check		16.98
O'REILLY AUTO	5658-449843	12/16/2023	SHRF-Wiper Fluid	002-1110-50287 Vehicle Rep &	Check		10.00
O'REILLY AUTO PARTS Total:							181.59
PEOPLES	0010604401	1/1/2024	IT-Phone/Internet	002-1175-50375 DSL/Internet	Check		1,750.00
002-1175-50385 Telephone							620.74
PEOPLES Total:							2,370.74
PETTY CASH	Grand Jury Sele	1/8/2024	8th Dist-Grand Jury	002-1002-50504 Dist Juror Exp	Check		2,800.00
PTNEY BOWES	1024569244	1/5/2024	Treas-Postage Supp	002-1080-50355 Postage & Box	Check		279.95
POWER PLAN	87001-11518	12/26/2023	RB-A/C Sensor	010-1150-50286 Equipment Mai	Check		97.28
RAINS COUNTY	Renewal	12/29/2023	Judge-Sub Renewal	002-1070-50298 Publications	Check		28.00
RAYMOND KEITH	Reimbursement	12/23/2023	SHRF-Light Bar Wir	002-1110-50287 Vehicle Rep &	Check		59.99
RELX INC.	3094869704	12/31/2023	Catt-Software Subs	002-1030-50525 Law Library	Check		85.23
RICK'S OIL DEPOT	462802	12/22/2023	SHRF-Oil change	002-1110-50287 Vehicle Rep &	Check		36.99
ROBERT JENKINS	Mileage Reimbur	1/8/2024	JP-Travel Allowance	002-1090-50420 Travel Allowan	Check		229.32
SAFEGUARD	9003477436	12/28/2023	Elect-Voter Certs	002-1007-50306 Election Suppli	Check		665.05
SAMUEL MAYER	OSSF Inspection	1/7/2024	Env Enf-Septic App	002-1115-50590 Contract Labor	Check		575.00
SARAH LATHAM-	Travel Allowanc	12/29/2023	Agrilife-Travel Allo	002-1010-50420 Travel Allowan	Check		738.48
SCOTT MERRIMAN	073118	12/31/2023	Elect-Address Conf	002-1007-50306 Election Suppli	Check		581.05
SECURE	22820	1/2/2024	Env Enf-Shredding	002-1115-50398 Event Supplies	Check		65.00

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
SOUTH RAINS SUD	Acct. 316	12/18/2023	RB-Water	010-1150-50383 Water	Check		50.54
SOUTHERN TIRE M	4170085932	1/3/2024	RB-Tires	010-1150-50282 Tires	Check		969.68
SPARKLETTTS	22083693 010124	1/1/2024	Library-Water	034-1125-50383 Water	Check		69.46
SPARKLETTTS	22084592 010124	1/1/2024	Annex-Water	002-1002-50383 Water	Check		10.70
				002-1003-50383 Water	Check		10.70
				002-1007-50383 Water	Check		10.70
				002-1030-50383 Water	Check		17.83
				002-1060-50383 Water	Check		17.83
				002-1065-50383 Water	Check		17.83
				002-1075-50383 Water	Check		10.70
				002-1080-50383 Water	Check		10.70
SPARKLETTTS	22083757 010124	1/1/2024	JP-Water	002-1090-50383 Water	Check		11.99
SPARKLETTTS	22084937 010124	1/1/2024	Agrilife-Water	002-1010-50383 Water	Check		11.00
SPARKLETTTS	22078359 010124	1/1/2024	Judge/Arr. Bldg-Wa	002-1070-50383 Water	Check		11.00
				002-1085-50383 Water	Check		8.00
				002-1114-50383 Water	Check		8.00
				002-1115-50383 Water	Check		8.00
				002-1121-50383 Water	Check		8.00
				002-1122-50383 Water	Check		7.99
				002-1123-50383 Water	Check		7.99

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
STEPHEN GOWIN	Travel Allowanc	12/28/2023	AgriLife-Travel Allo	002-1010-50420 Travel Allowan	Check		255.77
SWANK MOVIE	3522881	12/1/2023	Library-Copyright L	034-1125-50515 Library Materi	Check		365.00
TCDRS	PY12132023	12/13/2023	TCDRS-Employee	002-20209 Accrued Retirement	Bank Draft / EFT		8,381.71
				010-20209 Accrued Retirement	Bank Draft / EFT		1,346.12
				034-20209 Accrued Retirement	Bank Draft / EFT		208.04
TCDRS	PY12132023	12/13/2023	TCDRS-Employer &	002-20209 Accrued Retirement	Bank Draft / EFT		9,758.72
				010-20209 Accrued Retirement	Bank Draft / EFT		1,567.27
				034-20209 Accrued Retirement	Bank Draft / EFT		242.21
TCDRS	PY12272023	12/27/2023	TCDRS-Employee	002-20209 Accrued Retirement	Bank Draft / EFT		7,989.61
				010-20209 Accrued Retirement	Bank Draft / EFT		1,413.03
				034-20209 Accrued Retirement	Bank Draft / EFT		173.12
TCDRS	PY12272023	12/27/2023	TCDRS-Employer &	002-20209 Accrued Retirement	Bank Draft / EFT		9,302.24
				010-20209 Accrued Retirement	Bank Draft / EFT		1,645.15
				034-20209 Accrued Retirement	Bank Draft / EFT		201.56
TDCAA	238325	1/2/2024	CATT-Dues	002-1030-50295 Dues	Check		85.00
TEXAS ASSOC. OF	2024 Dues	1/8/2024	Elect-Dues	002-1007-50295 Dues	Check		150.00
TEXAS	260493	1/1/2024	JP-Dues	002-1090-50295 Dues	Check		70.00
TCDRS Total:							42,228.78

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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
TEXAS	PY1042023	10/4/2023	TX-Unemployment	002-20300 State Unemploymen	Check		205.53
				010-20300 State Unemploymen	Check		45.01
				034-20300 State Unemploymen	Check		8.13
TEXAS	PY10182023	10/18/2023	TX-Unemployment	002-20300 State Unemploymen	Check		215.95
				010-20300 State Unemploymen	Check		43.71
				034-20300 State Unemploymen	Check		8.42
TEXAS	PY11112023	11/1/2023	TX-Unemployment	002-20300 State Unemploymen	Check		205.89
				010-20300 State Unemploymen	Check		42.80
				034-20300 State Unemploymen	Check		8.75
TEXAS	PY11152023	11/15/2023	TX-Unemployment	002-20300 State Unemploymen	Check		215.08
				010-20300 State Unemploymen	Check		42.85
				034-20300 State Unemploymen	Check		7.52
TEXAS	PY111172023	11/17/2023	TX-Unemployment	010-20300 State Unemploymen	Check		11.96
TEXAS	PY11292023	11/29/2023	TX-Unemployment	002-20300 State Unemploymen	Check		240.64
				010-20300 State Unemploymen	Check		35.49
				034-20300 State Unemploymen	Check		7.60
TEXAS	PY12132023	12/13/2023	TX-Unemployment	002-20300 State Unemploymen	Check		227.44
				010-20300 State Unemploymen	Check		44.22
				034-20300 State Unemploymen	Check		7.62
TEXAS	PY12272023	12/27/2023	TX-Unemployment	002-20300 State Unemploymen	Check		212.81

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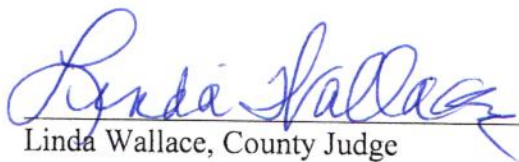
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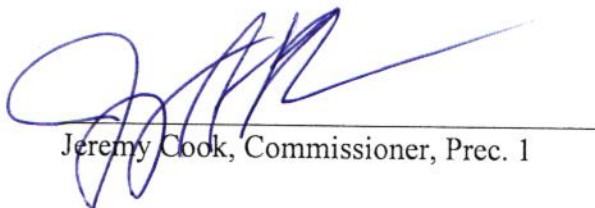
Batch # 71834
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Vendor	Invoice Number	Invoice Date	Description	Account	Payment Method	Check Number	Amount
TEXAS MEDICINE	Jail Inmate Hea	1/5/2024	IndHith-Jail Health	002-1005-50311 Prisoner Healt	Check		101.00
THE EMBLEM	44438	12/27/2023	Jail-Patches	002-1109-50455 Uniforms	Check		492.00
THE GOODYEAR	015-1184945	1/2/2024	Jail-Tires for Jail Ta	002-1109-50287 Vehicle Rep &	Check		584.38
THOMSON	849516741	1/1/2024	Catt-Software Subs	002-1030-50525 Law Library	Check		80.64
TRANSUNION RISK	5820931-202312-	1/1/2024	Catt-Software Subs	002-1030-50525 Law Library	Check		75.00
U.S. BANK	519160014	1/2/2024	JP-Copier Lease	002-1090-50605 Copier Lease	Check		52.54
WASTE	6991862V174	1/1/2024	RB-Dumpster	010-1150-50442 Dumpster	Check		76.00
Total							97,892.50

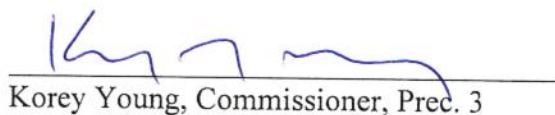
TEXAS ASSOCIATION OF COUNTIES

The Rains County Commissioners Court Approved and Signed the Payment of Accounts
this 11th day of January, 2024.

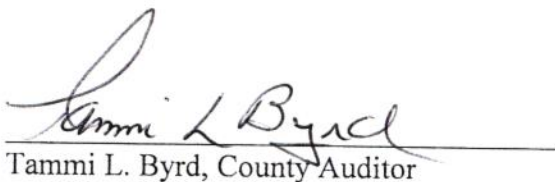

Linda Wallace, County Judge


Jeremy Cook, Commissioner, Prec. 1


Mike Willis, Commissioner, Prec. 2


Korey Young, Commissioner, Prec. 3


Lori Northcutt, Commissioner, Prec 4


Tammi L. Byrd, County Auditor



Rains County Sheriff's Office
Sheriff Michael Hopkins

313 E. North St
PO Box 398
Emory, TX 75440
(903)473-3787
(903)473-3008 Fax



Sheriff's Report for December 2023

Offense/incident Reports taken: 42
Total calls for service: 850
Traffic Stops: 60
Total calls for RCSO: 726
Arrest: See Attached report
Animal Calls: 27
Arrest: 32

Vehicle Patrol Miles:

500 850	507 XXX
501 1578	508 2762
502 1301	509 2900
503 613	510 3263
504 2223	511 1,749
505 976	512 XXX
506 1,749	513 in training

Transports: **1503** miles

Total Mileage: 19,964 Fuel Consumption: 1,872.732 gallons

Forfeiture Fund: \$8,937.47 balance

Kologik- Reason we are having to go through Commissioners Court, when we sent our list of employees, my thought was in doing so, they would know how many licenses we need for our employees.

This was not the case, error on my part before signing the agreement after going through court. All employees are required to have their own license to meet CJIS requirements. This does increase our cost about \$20k. That being said we will still be saving money as not having to pay for the peacemaker in car computers and their subscription fees. The new price for peace maker is approximately \$77K in 4 years. This Software system will produce more efficient work product and help streamline our process. It will give us the tools to be more successful as we move forward, and will help in officer safety.

RAINS COUNTY-SHERIFF
Census Report for 12/01/2023 to 12/31/2023

BOOKING #	SO #	INMATE NAME	COMMIT DATE	RELEASE DATE	CLASS	OFFENSE	BOND	ARREST AGENCY
23-00454	WILLIA9512	WILLIAMS, TERESA MAY	12/01/2023	12/06/2023	MAXIMUM	RELEASE OF SURETY-AGG ASSAULT	100,000.00	RSO
23-00455	23-205	CASTANEDA, JOSE ARMANDO	12/02/2023	12/15/2023	MINIMUM	DATE/FAMILY/HOUSE W/WEAPON	2,500.00	RSO
23-00456	18-242	PAYNE, TONYA ELAINE	12/02/2023	12/20/2023	MINIMUM	DRIVING WHILE INTOXICATED 2ND	6,000.00	RSO
23-00457	23-140	LORENZ, JASON EDWARD	12/03/2023	12/05/2023	MAXIMUM	RELEASE OF SURETY POSS DANGEROUS	10,000.00	RSO
23-00458	23-236	EPPERSON, JESSE HENRY IV	12/03/2023	12/03/2023	MAXIMUM	DRUG	7,500.00	RSO
23-00459	23-174	GOLESTANEH, HALEHH	12/03/2023	12/07/2023	MAXIMUM	RELEASE OF SURETY POSS CS PG 1 LT1G	3,000.00	RSO
23-00460	BENTON0289	BENTON, RICKY DON	12/03/2023	12/04/2023	MINIMUM	ASSAULT CAUSES BODILY INJURY FAMILY	7,000.00	RSO
23-00461	23-238	NORWOOD, RANDAL KENT	12/05/2023	01/02/2024	MEDIUM	PROBATION VIOLATION	10,000.00	RSO
23-00462	23-239	SAYRE, DAVID LYNN	12/05/2023	12/13/2023	MEDIUM	PAROLE VIOLATION	2,500.00	RSO
23-00463	23-240	CROWELL, NICHOLE LLOY	12/05/2023	12/06/2023	MINIMUM	DRIVING W/ILIC INV W/PREV CONV/SUSP/W/O	1,500.00	RSO
23-00464	FONDRE7122	FONDRE, MARY MAGDALENE	12/08/2023	12/10/2023	MAXIMUM	FIN RES	1,500.00	RSO
23-00465	23-241	INGRAM, JUSTIN COLE	12/08/2023	12/10/2023	MINIMUM	SILENT ABUSIVE CALL/ELECTR COMM TO	1,500.00	RSO
23-00466	23-242	CRAWFORD, SINTERRA	12/09/2023	12/10/2023	MINIMUM	911 SERVICE	100	RSO
23-00467	23-243	BARBER, AUSTIN RYAN	12/10/2023	12/10/2023	MINIMUM	PUBLIC INTOXICATION	2,000.00	RSO
23-00468	23-244	HIRYOGEN, LISA	12/11/2023	12/12/2023	MEDIUM	BOND FORFEITURE	1,000.00	RSO
23-00469	22-206	HOLTER, GREGORY THOMAS	12/12/2023	12/14/2023	MEDIUM	INTERFER W/EMERGENCY REQ FOR	80,000.00	RSO
23-00470	23-245	RUFFIN, ROBERT DANIEL	12/12/2023	12/21/2023	MAXIMUM	ASSISTANCE	20,000.00	RSO
23-00471	21-32	SMITH, NOAH CHANDLER	12/15/2023	12/16/2023	MAXIMUM	POSS CS PG 1A LT20AU	250.00	ETPD
23-00472	21-142	WILLIS, JOSEPH DON	12/16/2023	12/16/2023	MINIMUM	THEFT PROP GT=\$1000, IT\$750	250.00	ETPD
23-00473	23-246	THOMPSON, IVAN	12/16/2023	12/16/2023	MINIMUM	POSS CS PG 1 GT=4GLT200G	250.00	ETPD
23-00474	20-38	NERY, ZOE CLAIRE EVELYN	12/16/2023	12/16/2023	MAXIMUM	BAIL JUMPING AND FAIL TO APPEAR	3,000.00	EPD
23-00475	23-247	BARRINGER, RUSSELL	12/17/2023	12/17/2023	MINIMUM	FELONY	100	RSO
23-00476	22-5	SPENCE, WESLEY OCCONNER	12/17/2023	12/20/2023	MINIMUM	MISC	100	RSO
23-00477	23-248	HOWARD, STEPHEN	12/18/2023	12/20/2023	MINIMUM	FAIL TO DISPLAY VALID DRIVERS LICENSE	200,000.00	RSO
23-00478	23-249	JACKSON, JERRY ELGAH	12/20/2023	12/20/2023	MINIMUM	FAILURE TO APPEAR IN COURT	200,000.00	RSO
23-00479	23-250	JONES, JULIE	12/20/2023	12/22/2023	MAXIMUM	PUBLIC INTOXICATION	1,500.00	RSO
23-00480	08-200	CHILDERS, LAWRENCE CALER	12/23/2023	12/23/2023	MINIMUM	RECKLESS DAMAGE OR DESTRUCTION	3,000.00	RSO

23-00481	23-229	FLESKES, CAMERON	12/23/2023	12/23/2023	MINIMUM	CRIMINAL TRESPASS	1,000.00	RSO
23-00482	16-100	INGRAM, DYLAN BLAKE	12/24/2023		MEDIUM	RESIST ARREST SEARCH OR TRANSPORT BURGLARY OF VEHICLES	3,000.00	RSO
23-00483	23-251	FRANCE, JAMES	12/26/2023	12/26/2023	MINIMUM	PROBATION VIOLATION -	2,500.00	RSO
23-00484	HUNTER1748	HUNTER, DAIMEN SCOTT	12/29/2023		MINIMUM	MISC	770.00	RSO
23-00485	23-98	COUCH, WHITNEY	12/31/2023	01/02/2024	MINIMUM	FAILURE TO APPEAR IN COURT	30,000.00	RSO
23-00486	08-6	HEATHCOCK, CHARLES WAYNE	12/31/2023	01/02/2024	MAXIMUM	ASSAULT CAUSES BODILY INJURY FAMILY MEMBER	3,000.00	RSO

TOTAL INMATES LISTED = 33

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 LAURA PATE, RAINS DISTRICT CLERK - RAN ON 01/02/2024 AT 09:40am
 12/01/2023 THRU 12/31/2023 - PAGE 1

CIVIL DISTRIBUTIONS

LANGUAGE ACCESS FUND	002-20250	21.00
APPELLATE JUDICIAL SYSTEM FUND	002-20430	35.00
COURT FACILITY FEE FUND	006-1230-40028	140.00
OVERPAYMENT	2-002-0000-0213-2	56.00
STATEWIDE ELECTRONIC FILING SYSTEM	2-002-0000-0240	105.00
CONSOLIDATED COURT COST	2-002-0000-0260	416.00
BCLSEFI	2-002-0000-0261	8.00
JUDICIAL SUPPORT STATE	2-002-0000-0264	42.00
SHERIFF	4-002-0000-0020	200.00
CLERK FEE	4-002-0000-0026	1,959.00
COURT REPORTER/STENO	4-002-0000-0266	175.00
COUNTY RECORDS MANAGEMENT	4-004-0000-0025	5.00
COURTHOUSE SECURITY	4-006-0000-0025	145.00
COUNTY RECORDS MGMT & PRESERVATION	4-013-0000-0120	210.00
DC RECORDS MANAGEMENT	4-013-0000-0120	25.00
BAILIFF	4-017-0000-0038	35.00
LAW LIBRARY	4-038-0000-0025	245.00

3,822.00

CRIMINAL DISTRIBUTIONS

RESTITUTION (TO BE PAID OUT)	2-002-0000-0213-4	135.83
STATEWIDE ELECTRONIC FILING SYSTEM	2-002-0000-0240	5.16
INDIGENT DEFENSE FUND	2-002-0000-0249	2.08
DNA	2-002-0000-0251	39.05
EMS	2-002-0000-0252	20.00
JURY REIMBURSE FEE	2-002-0000-0254	4.17
CHILD ABUSE PREVENTION	2-002-0000-0256	1.66
CONSOLIDATED COURT COST	2-002-0000-0260	1,553.11
TIME PAY	2-002-0000-0263	56.06
JUDICIAL SUPPORT	2-002-0000-0265	5.64
COURT APPTD ATTORNEY	2-002-0000-0267	1,346.70
SHERIFF	4-002-0000-0020	309.02
CLERK FEE	4-002-0000-0026	546.22
JUDICIAL SUPPORT COUNTY	4-002-0000-0026	0.62
FINE	4-002-0000-0028	2,007.87
COUNTY RECORDS MANAGEMENT	4-004-0000-0025	214.61
COURTHOUSE SECURITY	4-006-0000-0025	81.64
DC RECORDS MANAGEMENT	4-013-0000-0120	2.60
DISTRICT COURT TECHNOLOGY FUND	4-024-0000-0025	34.73

6,366.77

GENERAL DISTRIBUTIONS

CLERK FEE	4-002-0000-0026	1,333.00
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1,333.00

TOTAL DISBURSEMENTS:	11,521.77
DIRECT DEPOSIT TRANSACTIONS:	(7.90)
CREDIT CARD CHARGES:	(1,429.00)
EFILING CC CHARGES:	(2,655.00)
EFILING CHECK CHARGES:	(0.00)
ERECORDING CC CHARGES:	(0.00)
ESCROW CHARGES 2-9999:	(0.00)
ESCROW PAYMENTS 3-9999:	0.00
REIMBURSEMENT 1-9999:	0.00

TOTAL DEPOSIT: 7,429.87

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
LAURA PATE, RAINS DISTRICT CLERK - RAN ON 01/02/2024 AT 09:40am
12/01/2023 THRU 12/31/2023 - PAGE 2

TOTAL RECEIVED: 7,429.87

SUMMARY BREAKDOWN

TOTAL FINE	2,007.87
TOTAL ALL OTHER FEES	9,513.90
TOTAL	<u>11,521.77</u>

		OVER/SHORT	\$ _____ . ____
CHECKS	6,906.17		
CASH	453.70		
CASH REFUND	(15.00)		
MONEY ORDER	0.00		
CREDIT CARD	1,429.00		
EFILING COLL CC	2,655.00		
EF UNCOLLECTED	685.00		
EFILE TOTAL	3,340.00		
EFILING CHECK	0.00		
ERECORDING CC	0.00		
DIRECT DEPOSIT	7.90		
CASHIER'S CHECK	85.00		
TOTAL	11,521.77		

RECEIPT NO. 232504 TO 232658
EXCLUDING TS/WF/NC/UN RECEIPT NO. 232601
ALL RECEIPT NO. 232504 TO 232658

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
MANDY SAWYER, RAINS COUNTY CLERK - RAN ON 01/05/2024 AT 03:21pm
12/01/2023 THRU 12/31/2023 - PAGE 1

CIVIL DISTRIBUTIONS

COUNTY JURY FUND	002-0000-40150	20.00
COURT REPORTER SERVICES FUND	002-0000-40160	50.00
CLERK OF THE COURT ACCOUNT	002-1060-40025	100.00
COUNTY CLERK	002-1060-40025	13.00
COUNTY DISPUTE RESOLUTION FUND	002-20247	30.00
LANGUAGE ACCESS FUND	002-20250	6.00
APPELLATE JUDICIAL SYSTEM FUND	002-20430	10.00
COUNTY RECORDS MGMT & PRESERVATION	004-1200-40025	60.00
COURTHOUSE SECURITY FUND	006-1230-40025	40.00
COURT FACILITY FEE FUND	006-1230-40028	40.00
COUNTY LAW LIBRARY FUND	038-1700-40025	70.00

439.00

CRIMINAL DISTRIBUTIONS

JUDGE	002-1060-40025	82.27
LCCC - COURT REPORTER FUND (2020)	002-1060-40025	11.76
LCCC- COUNTY SPECIALTY COURT (2020)	002-1060-40025	78.34
LCCC-CLERK OF THE COURT	002-1060-40025	156.75
FINE COURT	002-1060-40027	985.00
CCC	002-20260	576.06
EMS	002-20260	233.00
RECORDS PRESERVATION	004-1200-40025	97.96
COURTHOUSE SECURITY	006-1230-40025	39.20
CC TECHNOLOGY FUND	033-1060-40025	15.66

2,276.00

GENERAL DISTRIBUTIONS

COUNTY CLERK	002-1060-40025	1,362.13
MARRIAGE STATE	002-20130	180.00
COURTHOUSE SECURITY	006-1230-40025	8.00
RECORDS ARCHIVE	014-1060-40025	70.00
VITALS ARCHIVE	021-1060-4025	9.00

1,629.13

PROBATE DISTRIBUTIONS

COUNTY JURY FUND	002-0000-40150	50.00
COURT REPORTER SERVICES FUND	002-0000-40160	125.00
CONSTABLE SERVICE	002-1055-40036	300.00
CLERK OF THE COURT ACCOUNT	002-1060-40025	200.00
COUNTY CLERK	002-1060-40025	50.00
PROPOSED ORDER	002-1060-40025	6.00
COUNTY DISPUTE RESOLUTION FUND	002-20247	75.00
LANGUAGE ACCESS FUND	002-20250	15.00
APPELLATE JUDICIAL SYSTEM FUND	002-20430	25.00
RECORDS MANAGEMENT & PRESERVATION F	004-1200-40025	75.00
COURTHOUSE SECURITY FUND	006-1230-40025	100.00
COURT FACILITY FEE FUND	006-1230-40028	100.00
JUDICIAL EDUCATION & SUPPORT FUND	011-1060-40025	25.00
PUBLIC PROBATE ADMINISTRATOR FUND	011-1060-40170	50.00
COURT INITIATED GUARDIANSHIP FUND	025-1060-40025	100.00
COUNTY LAW LIBRARY FUND	038-1700-40025	175.00

1,471.00

PROPERTY DISTRIBUTIONS

COUNTY CLERK	002-1060-40025	3,983.00
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MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 MANDY SAWYER, RAINS COUNTY CLERK - RAN ON 01/05/2024 AT 03:21pm
 12/01/2023 THRU 12/31/2023 - PAGE 2

COURTHOUSE SECURITY	006-1230-40025	232.00
RECORDS ARCHIVE	014-1060-40025	2,270.00
		6,485.00

TOTAL DISBURSEMENTS:	12,300.13
CREDIT CARD CHARGES:	(1,134.00)
EFILING CC CHARGES:	(1,910.00)
EFILING CHECK CHARGES:	(0.00)
ERECORDING CC CHARGES:	(1,170.00)
ESCROW CHARGES :	(1,467.00)
ESCROW PAYMENTS :	1,416.00
REIMBURSEMENT :	0.00
	8,035.13
TOTAL DEPOSIT:	8,035.13

NON-DISBURSED FEES

CASH BOND-CRIM:	8,000.00
(PAYMENTS BY C.C. <u>ONLY</u>) PRESERVATION:	50.00
PRESERVATION:	10.00
(PAYMENTS BY C.C. <u>ONLY</u>) MANAGEMENT - CCRMF:	40.00
MANAGEMENT:	2,090.00
(PAYMENTS BY C.C. <u>ONLY</u>) MANAGEMENT:	120.00
MANAGEMENT - CCRMF:	30.00
	18,375.13
TOTAL RECEIVED:	18,375.13

SUMMARY BREAKDOWN

TOTAL FINE	985.00
TOTAL ALL OTHER FEES	11,315.13
	12,300.13

	OVER/SHORT	\$ _____.
CHECKS	17,980.13	
CASH	361.00	
CASH REFUND	(0.00)	
MONEY ORDER	34.00	
CREDIT CARD	1,134.00	
EFILING COLL CC	1,910.00	
EF UNCOLLECTED	959.00	
EFILING TOTAL	2,869.00	
EFILING CHECK	0.00	
ERECORDING CC	1,170.00	
DIRECT DEPOSIT	0.00	
CASHIER'S CHECK	0.00	
TOTAL	22,589.13	
RECEIPT NO. 252455 TO 252711		
EXCLUDING TS/WF/NC/UN RECEIPT NO. 252540, 252596, 252605		
ALL RECEIPT NO. 252455 TO 252711		

JUDGE R. JENKINS FRANKLIN

**JUSTICE OF THE PEACE
RAINS COUNTY, TEXAS**

903-473-5050-Phone
903-473-5090-Fax

167 E. Quitman St. Suite 101
Emory, Texas 75440

December, 2023

Criminal:

Magistrate Warnings: 43

Bond Conditions: 2

Interlock Devices: 0

GPS Monitoring Devices: 1

Emergency Protective Orders: 2

Emergency Detention Orders: 0

Seach Warrants: 0

Felony Warrants: 0

Misdemeanor Warrants: 1

Citations Issued: 68

Driver's Safety Course: 2

Deferrals Approved: 0

Payment Plans: 0

Community Service: 0

Civil:

Evictions Filed: 3

Small Claims Filed: 1

Debt Claims Filed: 0

Occupational Driver's License Hearings: 0

Other Administrative Hearings: 0

Inquests: 1

Autopsies Ordered: 0

Weddings: 1

Civil Collected: \$666.00

Criminal Collected: \$7,507.60

Parks and Wildlife Collected: \$443.70



RAINS COUNTY CONSTABLE

Allen Davis

140 W. QUITMAN ST. EMORY, TEXAS 75440

OFFICE: 903-473-5061

EMAIL: rains.constable@co.rains.tx.us



Constables Office activity for November 1 to 30, 2023

Number of citations and writs received	28
Number of citations and writs served	15
Number of Service attempts	64

Fees

Citations and fees are collected by offices where filed. The Justice of the peace, County Clerk and District Clerk all collect fees on behalf of the Constables office and forward those payments directly to the Treasurer's Office. This report does not reflect those payments made to the Constables office.

Citation and Writ fees collected	0
Total Fees Collected	0



RAINS COUNTY CONSTABLE

Allen Davis

140 W. QUITMAN ST. EMORY, TEXAS 75440

OFFICE: 903-473-5061

EMAIL: rains.constable@co.rains.tx.us



Constables Office activity for December 1 to 31, 2023

Number of citations and writs received	8
Number of citations and writs served	10
Number of Service attempts	22

Fees

Citations and fees are collected by offices where filed. The Justice of the peace, County Clerk and District Clerk all collect fees on behalf of the Constables office and forward those payments directly to the Treasurer's Office. This report does not reflect those payments made to the Constables office.

Citation and Writ fees collected	0
Total Fees Collected	0

**KOLOGIK LLC
SOFTWARE-AS-A-SERVICE RENEWAL AGREEMENT**

This Kologik LLC Software-as-a-Service (“SaaS”) Renewal Agreement (“Agreement”) is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 (“Kologik”), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement (“Effective Date”).

Customer Name: Rains County Sheriff’s Office (TX) (“Customer”)
Address: 313 North Street, PO Box 398
Emory, TX 75440

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application (“Software”), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder (“Services”);

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer’s needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik’s SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as “Party” or together as “Parties.”

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik’s web-based platform, over the Internet, as a SaaS solution, solely to support Customer’s normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below (“Solution”). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik’s prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions.

(a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

(b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, or as otherwise specified in Schedule A, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. (Initials AKS)

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials AKS) prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of the customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below.

(a) COPsync – COPsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPsync, are stored in the same SQL database. Kologik will provide a digital copy of the customer's data in the form of a SQL database backup, which the customer's includes file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.

b) Web CAD – All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer’s data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(c) Web RMS – All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer’s data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(d) Web JMS – All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer’s data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. “*Confidential Information*” shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked “Confidential” or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other’s Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another’s breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik:	Kologik LLC
	301 Main Street, Suite 2200
	Baton Rouge, LA 70801
	Attn: Paul San Soucie
	Email: orders@kologik.com

To Customer:

Address:

City, State, Zip

Main Contact Email:

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC

CUSTOMER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: Linda Wallace
NAME: LINDA WALLACE
TITLE: Barren County Judge
DATE: 1-11-2024

Additional Contact Information

Primary Contact Name:

Primary Contact Job Title:

Primary Email:

Primary Contact Phone: (903) 473-3181

Agency Head Name:

Agency Head Job Title:

Agency Head Email:

Onboarding Contact Name:

Onboarding Job Title:

Onboarding Contact Email:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Kologik Contracts Rep. Name: Megan Lee

Kologik Contracts Rep. Phone: 214-281-4333

Kologik Contracts Rep. Email: mlee@kologik.com

SCHEDULE A
PRODUCTS & PRICING SCHEDULE

12 / 14 / 2023

Customer Name and Address: Rains County Sheriff's Office (TX)
313 North Street, PO Box 398
Emory, TX75440
Attn: Sheriff Hopkins

Renewal Term Start Date: 3/13/2024

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 3

ORI #:

of Sworn Officers:

Data Migration/Integration From: Justice Solutions

Agency Physical Address:

ADDITIONAL NOTES

This agreement would replace the previous agreement, signed on 10/10/2023.

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
9	CAD Set Up, Installation, & Documentation (One-time) Per User	\$350.00	\$3,150.00
1	CAD ANI/ALI Initial (One-time)	\$7,000.00	\$7,000.00
15	RMS Set up, Installation, & Documentation (One-time) Per User	\$350.00	\$5,250.00
1	RMS Data Migration (One-time) Per vendor, per system	\$10,000.00	\$10,000.00
17	JMS Set Up, Installation, & Documentation (One-time) Per User	\$350.00	\$5,950.00
1	JMS Data Migration (One-time) Per vendor, per system	\$10,000.00	\$10,000.00
2	Onsite Training (One-time) Per day, 3 sessions per day, 10 users per session	\$1,500.00	\$3,000.00
			\$44,350.00
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,500.00

4	CAD Additional license (Recurring) Per User	\$1,100.00	\$4,400.00
1	CAD ANI/ALI (Recurring)	\$3,000.00	\$3,000.00
10	RMS Licenses (Recurring) Per User *35% discount applied	\$1,100.00	\$7,150.00
1	RMS Basic System (Recurring) Base includes up to 5 licenses	\$7,500.00	\$7,500.00
1	JMS Basic System (Recurring) Includes up to 5 licenses	\$7,500.00	\$7,500.00
11	JMS Additional license (Recurring) Per User *35% discount applied	\$1,100.00	\$7,865.00
4	COPsync Texas Additional License - Admin/Clerical (Recurring) Per User *60% discount applied	\$600.00	\$960.00
8	COPsync Texas Additional License - Dispatch (Recurring) Per User *60% discount applied	\$600.00	\$1,920.00
11	COPsync Texas Additional License - Full-Time User (Recurring) Per User *50% discount applied	\$1,200.00	\$6,600.00
3	COPsync Texas Additional License - Command (Recurring) Per User *60% discount applied	\$600.00	\$720.00
			\$55,115.00
Item Description		Total Price	
TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution			
Updated Set-Up Fees One-time (Previous payment of \$37,350.00 paid on 11/9/2023)		\$44,350.00	
Set-Up Fees Due after Previous Payment of \$37,350.00 Applied		\$7,000.00	
Prorated Fees for CAD, RMS, and JMS Addition From Go-Live start date of 2/16/24 to Renewal start date of 3/13/24		\$3,322.47	
YEARLY RENEWAL FEES:			
SaaS Fees Recurring (Year 1) (Due 3/13/2024)		\$55,115.00	
Year 2 Fees (Due 3/13/2025)		\$55,115.00	
Year 3 Fees (Due 3/13/2026)		\$55,115.00	

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for new set up fees of \$7,000 at the signing of this agreement. The prorated CAD RMS JMS fees of \$3,322.47 will be invoiced 30 days prior to the Go-Live date of 2/16/2024. The Year 1 Fees fees of \$55,115.00 will be invoiced 30 days prior to the contract date of 3/13/2024. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400

Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
 - Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes
-

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

**PLAT/REPLAT
RECORDING FEES**

	CHARGE	GOVERNMENT CODE
Recording Fee	\$80.00	LGC§118.001©
Record Management	\$10.00	LGC§ 118.011(b)(2)
Record Archive	\$10.00	LGC§ 118.011(f)
Total:	\$100.00	
Plats Extra Pages	\$25.00	FEES PER EXTRA MYLAR PAGE

REPLATS

Recording Fee	\$80.00	LCG§ 118.011(c)
Record Management	\$10.00	LGC §118.011(b)(2)
Record Archive	\$10.00	LGC§ 118.011(f)
Total:	\$100.00	
Plats Extra Pages	\$25.00	FEES PER EXTRA MYLAR PAGE

**PLAT COPY &
CERTIFICATION
FEES**

	CHARGE	GOVERNMENT CODE
Copies 16x23	\$15.00	LCG§ 118.011(c)
Copies ledger paper	\$10.00	LCG§ 118.011(c) & LGC§ 118.0145
Copies 8.5x11	\$1.00	LCG§ 118.011(c)
CERTIFIED COPIES		
Copies 16x23	\$20.00	LCG§ 118.011(c)
Copies ledger paper	\$15.00	LGC§ 118.011(a)(3) & LGC§118.0145
Copies 8.5 X 11 additional \$5.00 charge for certification	\$1.00	
AUTHENTICATED COPIES		
Certification (clerk certifies twice)	\$10.00	LGC§ 118.011(a)(3) & LGC § 118.0145

**SWIF II Datacom Investment Co. Towers, LLC
1000 Corporate Centre Drive, Suite 130
Franklin, TN 37067**

December 6, 2023

CERTIFIED MAIL/RETURN RECEIPT REQUESTED
AND
OVERNIGHT COURIER/FEDERAL EXPRESS

Rains County Sheriff's Office
313 East North Street
Emory, Texas 75440
Attention: David Taylor

Re: Lease Agreement dated September 15, 2020 by and between Hemphill Tower, LLC, as lessor, and Rains County Sheriff's Office, as lessee ("Lease").

Rains County Sheriff's Office:

This letter is to notify you that Hemphill Towers, LLC has assigned its interest in the above-referenced Lease to SWIF II Datacom Investment Co. Towers, LLC ("New Landlord"). Please find attached to this letter the following documents: (1) Assignment and Assumption of Tenant Lease; (2) Bill of Sale; and (3) W-9 form.

The New Landlord's notice address is as follows:

SWIF II Datacom Investment Co. Towers, LLC
c/o Strategic Wireless Infrastructure Funds Management, LLC
1000 Corporate Centre Drive, Suite 130
Franklin, TN 37067
Attn: Scott Riggs, Chief Operating Officer
Email: sriggs@stratcap.com
Tel: (615) 730-1105

All rent or other amounts due under the Lease should be directed as follows:

EFT/ACH Payment Details:
Name on Bank Account: SWIF II Datacom Investment Co. Towers, LLC
Bank Name: Sunflower Bank, N.A.
Account Number: 1100049314
Routing Number: 101100621
Account Type: Checking

Check Payment Details:

Payee: SWIF II Datacom Investment Co. Towers, LLC

Sent to:

SWIF II Datacom Investment Co. Towers, LLC

c/o StratCap, LLC

PO Box 7669

Greenwich, CT 06830

Should you have any questions, please contact Scott Riggs of SWIF II Datacom Investment Co. Towers, LLC at sriggs@stratcap.com / (615) 730-1105.

Very truly yours,

SWIF II Datacom Investment Co. Towers, LLC



By:

Scott Riggs, Chief Operating Officer

Instrument Prepared by:

Timothy P. Moriarty
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, New York 14203

Upon Recording Return to:

Timothy P. Moriarty
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, New York 14203

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS (this "Assignment") is made and entered into as of this 30th day of November, 2023 ("Effective Date"), by and between HEMPHILL TOWERS, LLC, an Oklahoma limited liability company ("Assignor" and "Grantor" for recording purposes) with an address at 1305 North Louisville Avenue, Tulsa, Oklahoma 74115, and SWIF II DATACOM INVESTMENT CO. TOWERS, LLC, a Delaware limited liability company ("Assignee" and "Grantee" for recording purposes), having an address at 1000 Corporate Centre Drive, Suite 130, Franklin, TN 37067.

RECITALS

A. Assignor holds a leasehold interest in that land and property described on the attached Exhibit A and, as landlord or lessor, is a party to that certain lease agreement as more particularly described on Exhibit B incorporated by reference herein (the "Tower Leases"); and

B. Pursuant to that certain Purchase and Sale Agreement dated as of August 23, 2023, by and between Assignor and Assignee ("Purchase and Sale Agreement"), Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in, to and under the Tower Leases and Assignee has agreed to accept an assignment thereof. Any capitalized terms not defined herein have the meanings ascribed to them in the Purchase and Sale Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. ASSIGNMENT. Assignor hereby irrevocably and absolutely transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in and to the Tower Leases, together with

any amendments to the Tower Leases. Assignor remains responsible for all Assignor's liabilities and obligations under the Tower Leases which relate to the period prior to the Effective Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee hereby accepts the foregoing assignment of the Tower Leases and assumes all of the Assignor's liabilities and obligations under the Tower Leases which relate to the period on or after the Effective Date.

4. FURTHER ASSURANCES. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, assurances and documentation as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. GOVERNING LAW. This Assignment will be governed and construed in accordance with the laws of the State of Texas, without reference to its conflicts of laws principles.

6. SUCCESSORS AND ASSIGNS. The terms and conditions of this Assignment will run with the property and will be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

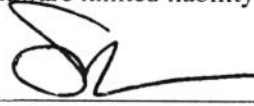
7. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals.

8. PURCHASE AND SALE AGREEMENT. Nothing contained in this Assignment will be deemed or construed as amending or modifying the Purchase and Sale Agreement. In the event of a conflict between the terms of this Assignment and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

Signature Pages Follow

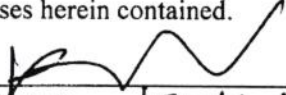
ASSIGNEE:

**SWIF II DATACOM INVESTMENT CO.
TOWERS, LLC**
a Delaware limited liability company

By: 
Name: Scott Riggs
Title: Chief Operating Officer

STATE OF TN
COUNTY OF Williamson

On this 21 day of NOV, in the year 2023, before me appeared Scott Riggs, to me personally known (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chief Operating Officer of SWIF II DATACOM INVESTMENT CO. TOWERS, LLC, a Delaware limited liability company, and executed the within Assignment for the purposes herein contained.


Print Name: Kent M. Messer
Notary Public
Commission Number: _____
My Commission Expires: 9/28/26



Signature Page of Assignment and Assumption of Lease Agreements

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

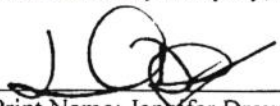
HEMPHILL TOWERS, LLC
an Oklahoma limited liability company

By: 
Name: John R. Hemphill
Title: Authorized Manager

STATE OF OKLAHOMA

COUNTY OF TULSA

On this 17 day of November, in the year 2023, before me appeared John R. Hemphill, to me personally known (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be an Authorized Manager of HEMPHILL TOWERS, LLC, an Oklahoma limited liability company, and executed the within Assignment for the purposes herein contained.


Print Name: Jennifer Dreyer
Notary Public - State of Oklahoma
Commission Number: 08008502
My Commission Expires: August 15, 2024



Signature Page of Assignment and Assumption of Lease Agreements

EXHIBIT A

Legal Description

30' ACCESS EASEMENT

Together with a 30-foot wide Access Easement (lying 15 feet each side of centerline) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher 8. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher 8. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point and the true POINT OF BEGINNING;

Thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to the ENDING at a point on the north line of the Lease Area.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

LEASE AREA

All that tract or parcel of land lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher 8. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a T-post found at the southerly right of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher 8. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West,

216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point, said point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952 and being the true POINT OF BEGINNING;

Thence running, South 00°43'31" East, 100.00 feet to a point;

Thence, South 89°16'29" West, 100.00 feet to a point;

Thence, North 00°43'31" West, 100.00 feet to a point;

Thence, North 89°16'29" East, 100.00 feet to a point and the POINT OF BEGINNING.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

30' GUY WIRE EASEMENT #1

Together with a 30-foot wide Guy Wire Easement (lying 15 feet each side of centerline and 15 feet past the termination point) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'0111

West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'2911 East, 30.00 feet to a point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952; thence, South 00°43'31" East, 50.00 feet to a point and the true POINT OF BEGINNING;

Thence leaving said Lease Area and running, North 89°16'29" East, 310.00 feet to the ENDING at a point.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

30' GUY WIRE EASEMENT #2

Together with a 30-foot wide Guy Wire Easement (lying 15 feet each side of centerline and 15 feet past the termination point) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by

Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952; thence, South 00°43'31" East, 100.00 feet to a point; thence, South 89°16'29" West, 78.87 feet to a point and the true POINT OF BEGINNING;

Thence leaving said Lease Area and running, South 29°16'29" West, 302.27 feet to the ENDING at a point.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

30' GUY WIRE EASEMENT #3

Together with a 30-foot wide Guy Wire Easement (lying 15 feet each side of centerline and 15 feet past the termination point) lying and being in Mark Rushing Survey, Rains County, Texas, and being part of the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, Rains County Records, Rains County, Texas, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a T-post found at the southerly right-of-way line of Highway 69, said T-post found marking the common corner of the lands owned by Covey Ben Griffin, as recorded in Volume 289 Page 691 and the lands owned by Christopher B. Fletcher, as recorded in Volume 273 Page 781, said T-Post having a Texas Grid North, NAD83, North Central Value of N: 7019898.2130, E: 2793730.9715; thence running along said right-of-way line, North 72°36'44" West, 1309.35 feet to a point; thence leaving said southerly right-of-way line of Highway 69 and running, South 15°03'01" West, 216.66 feet to a point on the north line of the Lease Area; thence along said Lease Area, North 89°16'29" East, 30.00 feet to a point having a Texas Grid North, NAD83, North Central Value of N: 7020080.6486, E: 2792455.1952; thence, South 00°43'31" East, 100.00 feet to a point; thence, South 89°16'29" West, 100.00 feet to a point; thence, North 00°43'31" West, 100.00 feet to a point; thence, North 89°16'29" East, 21.13 feet to a point and the true POINT OF BEGINNING;

Thence leaving said Lease Area and running, North 30°43'31" West, 302.27 feet to the ENDING at a point.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT B

Tower Leases

- (a) Hopkins County EMS Tenant Lease: Lease Agreement dated October 16, 2019 by and between Hemphill Towers, LLC, as lessor, and Hopkins County Hospital District d/b/a Hopkins County EMS, as lessee.
- (b) Verizon: Lease Supplement dated July 8, 2019 by and between Hemphill, LLC, as lessor, and Alltel Corporation d/b/a Verizon Wireless, as lessee, made pursuant to that certain Master Lease Agreement dated February 28, 2002 by and between Hemphill Corporation, as lessor, and Cellco Partnership, as lessee, as amended by that certain First Amendment to Master Lease Agreement dated February 24, 2003 by and between Hemphill Corporation, as lessor, and Cellco Partnership, as lessee, as further amended by that certain Second Amendment to Master Lease Agreement dated June 9, 2023 by and between Hemphill, LLC, as lessor, and Cellco Partnership d/b/a Verizon Wireless, as lessee, as assigned by Hemphill, LLC to Hemphill Towers, LLC pursuant to that certain Bill of Sale and Assignment dated October 31, 2019.
- (c) Peoples Wireless Tenant Lease: Lease Agreement dated July 13, 2021 by and between Hemphill Tower, LLC, as lessor, and Peoples Wireless Services Corporation, as lessee.
- (d) Rains Sheriff Tenant Lease: Lease Agreement dated September 15, 2020 by and between Hemphill Tower, LLC, as lessor, and Rains County Sheriff's Office, as lessee.
- (e) Emory Fire Tenant Lease: Lease Agreement dated September 18, 2020 by and between Hemphill Tower, LLC, as lessor, and Emory Fire Department, as lessee.

BILL OF SALE

THIS BILL OF SALE is executed and delivered effective as of Nov. 30, 2023 (the "Effective Date") by and among HEMPHILL TOWERS, LLC, an Oklahoma limited liability company, having an address at 1305 North Louisville Avenue, Tulsa, Oklahoma 74115 (collectively, the "Seller") and SWIF II DATACOM INVESTMENT CO. TOWERS, LLC, a Delaware limited liability company, having an address at 1000 Corporate Centre Drive, Suite 130, Franklin, TN 37067 (the "Purchaser"). Each of Seller and Purchaser shall be referred to as a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement dated as of August 23, 2023, by and between Purchaser and Seller (the "Purchase and Sale Agreement"), Seller agreed to sell, convey, assign, transfer and deliver to Purchaser the Seller's right, title and interest in the Properties, the Towers, the Tenant Leases, the Appurtenant Assets, the Intangible Personal Assets, the Tangible Personal Assets and other assets as they relate to the Towers and Tower Sites that are owned by Seller (collectively, the "Assets"). All capitalized terms used but not defined in this Bill of Sale shall have the meanings ascribed to them in the Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller, by these presents, does hereby agree as follows:

1. **RECITALS**. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.
2. **SALE OF PERSONAL PROPERTY**. Seller does hereby sell, convey, assign, transfer, and deliver to Purchaser, for itself and for its successors and assigns all of Seller's right, title and interest in and to the Assets, including the Towers, the Tenant Leases, the Appurtenant Assets, the Intangible Personal Assets, the Tangible Personal Assets and other assets as they relate to the Towers and Tower Sites, including the Improvements located thereon, to the extent deemed personalty, except for those items listed on Exhibit A attached hereto.
3. **BINDING EFFECT**. This Bill of Sale will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
4. **GOVERNING LAW**. This Bill of Sale will be governed by and construed and enforced in accordance with the internal laws of the state where the Tower is located, without regard to principles of conflicts of law.
5. **COUNTERPARTS**. This Bill of Sale may be executed in any number of counterparts, any one of which shall constitute an original of this Bill of Sale and all of which together shall constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals.
6. **PURCHASE AND SALE AGREEMENT**. Nothing contained in this Bill of Sale will be deemed or construed as amending or modifying the Purchase and Sale Agreement. In the event of a conflict between the terms of this Bill of Sale and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

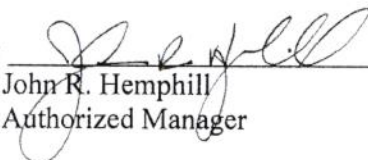
TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns to and for its and their use and benefit forever.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale effective as of the Effective Date.

SELLER:

HEMPHILL TOWERS, LLC

By: 
John R. Hemphill
Authorized Manager

PURCHASER:

**SWIF II DATACOM INVESTMENT CO.
TOWERS, LLC**

By: _____
Scott Riggs
Chief Operating Officer

Signature Page to the Bill of Sale

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale effective as of the Effective Date.

SELLER:

HEMPHILL TOWERS, LLC

By: _____
John R. Hemphill
Authorized Manager

PURCHASER:

**SWIF II DATACOM INVESTMENT CO.
TOWERS, LLC**

By: _____
Scott Riggs
Chief Operating Officer

Signature Page to the Bill of Sale

EXHIBIT A

Items excluded from Assets

None.