

## **i-TICKET AGREEMENT**

This Agreement is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ by and between i3 Verticals, LLC (dba NET Data Corporation) ("NET Data"), with its principal place of business in Sulphur Springs, Texas, and Tyler County Justice Courts ("Client").

1. Client employs NET Data to provide it with NET Data's i-Ticket services to electronically file citations, issued in Client's Jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system ("i-Ticket").
2. Client agrees to allow NET Data to upload citations into its Justice Court(s) software system. Client will provide NET Data with access to its citations through adequate ports and bandwidth necessary for NET Data's preferred method of electronic communication.
3. Client agrees to pay NET Data a fee of \$2,000 for cases filed as the result of citations uploaded by and through i-Ticket. Client shall remit payment to NET Data on an annual basis by check.
4. This contract shall commence on \_\_\_\_\_, 20\_\_\_. The term of this agreement shall be for three (3) years, and the term shall renew automatically on an annual basis, unless otherwise terminated. Either party may terminate this agreement by providing thirty (30) days' notice prior to the end of the then then-current term of its intent to terminate.

### **5. LIMITED WARRANTY.**

- a. NET Data warrants that it has the right to market, distribute, support, maintain and confer a license to the i-Ticket System.
- b. THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NET DATA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CLIENT DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.
- c. Client agrees that NET Data's liability for damages, regardless of the type of action, shall not exceed the price paid by Client for System.
- d. CLIENT AGREES THAT IN NO EVENT WILL NET DATA BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS PROFITS OR REVENUE OR BUSINESS, EVEN IF NET DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT FURTHER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY IS FOR NET DATA TO CORRECT ANY ERROR, MALFUNCTION OR DEFECT (SIGNIFICANT MATERIAL DEVIATIONS FROM THE OPERATING SPECIFICATION FOR THE SYSTEM AS SET FORTH IN THE APPLICABLE SOFTWARE DOCUMENTATION ISSUED BY NET DATA) IN THE SYSTEM. IF AFTER REASONABLE ATTEMPTS NET DATA IS

UNABLE TO CORRECT THE ERROR, 2 MALFUNCTIONS OR DEFECT, CLIENT SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT.

e. CLIENT FURTHER AGREES THAT THE MAXIMUM AMOUNT OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR NET DATA ARISING OUT OF THIS AGREEMENT WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT.

f. Client shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that NET Data will not be liable for Client-caused data errors.

**6. MISCELLANEOUS.**

a. Client shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information.

b. This agreement is not assignable by the Client without the written permission of NET Data; and

c. This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in Hopkins County, Texas.

d. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles and other electronic signatures shall be binding and enforceable.

e. Every provision of this Agreement is intended to be severable. If any term or provision is deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, and the contract shall be construed as if the illegal, invalid, void or unenforceable provision(s) had never been a part of this agreement.

f. This agreement supersedes all prior oral and written agreements concerning citation filing services between the parties and can only be amended if done so in writing and signed by all parties. AGREED TO: i3 Verticals LLC (NET Data Corporation)

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Tyler County Justice Courts

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

1110 ENTERPRISE DR.  
SULPHUR SPRINGS, TX 75482.



(800) 465-5127

[www.i3verticals.com](http://www.i3verticals.com)

**COST PROPOSAL**  
**"Ordering Document"**

Description	QTY	PRICE	TOTAL
GovRec, online plea & pay	1		Waived
Credit Card Reader	1		550.00
<b>TOTAL INITIAL COST/SETUP</b>			<b>\$550.00</b>

**Date Issued:** 06.01.2023

**Issued To:** Tyler County JP 1,2,3,4

**Name:** Judge Tina Self

**City/Office:**

**Address:** 203 W. Dogwood St. Woodville Texas 75979

**Phone:** 409-2283-3631



**Annual Maintenance & Support/Hosting Services:**

**Services/benefits to Tyler County JP 1,2,3,4:**

- Annual software maintenance pricing secured for 5 years
- Yearly software updates
- Phone/Electronic/Online customer support
- Secure storage of data and images
- Nightly Data & Image backups
- Disaster Recovery: Data will be securely stored in a redundant offsite facility
- Significant reduction in customer IT support needed
- Increased space – with no server located on site
- Security: Data transmission made via FIPS 140-2 VPN

ANNUAL MAINTENANCE & SUPPORT/HOSTING	PRICE	TOTAL
JP Court (GovRec)		\$0.00
	TOTAL ANNUAL MAINTENANCE:	\$0.00

OPTIONAL ITEMS	QTY	PRICE	TOTAL

i3:  
 By: \_\_\_\_\_  
*Signature*  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Client:  
 By: \_\_\_\_\_  
*Signature*  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

All pricing and costs included are valid for 60 days from proposal date unless extended in writing by NET Data.

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DESCRIPTION	QTY	PRICE	TOTAL
JP Court- iTicket development hours (3) for citation upload/interface for DPS	3 hrs	\$250.00 per hour	\$750.00

**TOTAL INITIAL COST/SETUP:** 750.00

*\*Includes: (application installation/online training/data conversion/ hardware)*

**Date Issued:** 6.1.2023

**Issued To:** Tyler County JP court 1,2,3,4

**Name:** Judge Tina Self

**Cty/Office:**

**Address** 203 West Dogwood St. Woodville Texas 75979

**Phone** 409-283-3631

COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
April 10, 2023 ---- 10:00 a.m.

THE STATE OF TEXAS                      ON THIS THE 10th day of April, 2023 the  
Commissioners' Court in and for Tyler County, Texas convened in a Regular Meeting at the  
Commissioners Courtroom in Woodville, Texas, the following members of the Court present,  
to wit:

MILTON POWERS	COUNTY JUDGE, presiding
JOE BLACKSHER	COMMISSIONER, PCT. #1
DOUG HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
BUCK HUDSON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: none    thereby constituting a quorum. In addition to the above were:

JACKIE SKINNER	COUNTY AUDITOR
LEANN MONK	COUNTY TREASURER
BRYAN WEATHERFORD	SHERIFF
TERRY ALLEN	JUVELLE PROBATION OFFICER

After calling the meeting to order, Judge Powers invited anyone offended by the court's practice of an invocation and Pledge of Allegiance to step out in the hall and return after the conclusion of the pledge. The invocation was delivered by Kevin Lachausse. Commissioner Blacksher led in the Pledge of Allegiance to the American flag.

**PUBLIC COMMENTS:** none

**TABLED ITEMS FROM PREVIOUS MEETING:** Commissioner Hughes motioned to table consideration of the Interlocal Agreements with Chester ISD and the City of Chester, until review by outside counsel. Commissioner Blacksher seconded the motion. All commissioners voted yes and none no.

**CONSENT AGENDA:**  
Minute were not available.

Commissioner Marshall made a motion to receive the monthly reports from the **Juvenile and Adult Probation Departments, County Auditor, County Treasurer, Justice of Peace#1 and County Extension.** Commissioner Hudson seconded the motion. All commissioners voted yes and none no. SEE ATTACHED

**PROCLAMATIONS/RESOLUTIONS/ORDERS**

Commissioner Marshall motioned to proclaim April as **National Child Abuse Prevention Month** in Tyler County. The motion was seconded by Commissioner Hughes. Judge Powers read the Proclamation. Tina Self thanked those in law enforcement and dispatch for their service to the children. Mike McCulley thanked the court for their continued support. All commissioners voted yes and none no. SEE ATTACHED PROCLAMATION

A motion was made by Commissioner Marshall to proclaim April 9<sup>th</sup> through April 15, 2023 as **National Public Safety Telecommunicator Week** in Tyler County. Commissioner Hudson seconded the motion. Commissioner Marshall read the Proclamation Tracy Bump was recognized by Sheriff Weatherford for her many years of dedicated service. All commissioners voted yes and none no. SEE ATTACHED PROCLAMATION

**CONSIDER/APPROVE/INFORMATIONAL:**

A motion was made by Commissioner Marshall to approve the **budget amendments/line item transfers.** Commissioner Blacksher seconded the motion. All commissioners voted yes and none no. SEE ATTACHED

A motion was made by Commissioner Blacksher and seconded by Commissioner Marshall to approve the **accounts payable/county bills** as submitted by the County Auditor. All commissioners voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Hudson** and seconded by **Commissioner Marshall** to ratify the **Contracts for Election Services** between the County Clerk and Chester Independent School District and Emergency Services District #4. All commissioners voted yes and none no. SEE ATTACHED

**Commissioner Blacksher** motioned to approve selling **surplus property of Tyler County** in 2023. **Commissioner Marshall** seconded the motion. All commissioners voted yes and none no.

**Commissioner Blacksher** motioned to allow the County to use **Auctioneer Express Online Auction** to sell government **property of Tyler County**. **Commissioner Marshall** seconded the motion. All commissioners voted yes and none no.

A motion was made by **Commissioner Blacksher** to authorize purchasing equipment and vehicles from **online auctions** that sell government property with a value below \$50,000.00 that are a state licensed auctioneer per LGC 252.022 (12a). The motion was seconded by **Commissioner Marshall**. All commissioners voted yes and none no.

A motion was made by **Commissioner Blacksher** to award the proposal/bid for the **Senior Citizens Meal Program**. The motion was seconded by **Commissioner Hughes**. No bids were received as reported by the County Auditor. Commissioner Blacksher stated services can be negotiated. All commissioners voted yes and none no.

**Commissioner Marshall** motioned to authorize the purchase of office furniture and file cabinets for the county judge's office at the courthouse to be paid out of **County Records Management**. **Commissioner Hudson** seconded the motion. Judge Powers expressed enthusiasm to move back into the courthouse. All commissioners voted yes and none no.

**Commissioner Marshall** motioned to approve the purchase of a **2023 Ford Explorer** Vin #1FM5K8ABOPGA32328 for the Tyler County Sheriff's department, in the amount of \$45,876.50. The motion was seconded by **Commissioner Hudson**. Sheriff stated the money was in the 2023 budget for sheriff vehicles. All commissioners voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Hughes** to approve the refinance of leases **#67097 John Deere 611M** with Tiger Boom attachment, **#67778 Hitachi Wheeler**, and **#30022768 Komatsu MG** for **Precinct #2**. All commissioners voted yes and none no.

A motion was made by **Commissioner Hudson** and seconded by **Commissioner Hughes** to ratify the **ARTS** contract with the Texas Association of Counties (TAC). All commissioners voted yes and none no. SEE ATTACHED

**Commissioner Marshall** motioned to ratify the **Tyler County Liability and Property Renewal for 2023-2024**. **Commissioner Blacksher** seconded the motion. All commissioners voted yes and none no. SEE ATTACHED

**Commissioner Blacksher** motioned to approve the **Justice of the Peace courts, Precincts 1, 2, 3, AND 4**, use of Netdata services for ticket-citation upload from DPS, County and Constables. **Commissioner Marshall** seconded the motion. Tina Self stated fee of \$2000 per year to be paid out of JP technology fund plus a \$750 set-up fee for installation. All commissioners voted yes and none no. SEE ATTACHED

**Commissioner Marshall** motioned to approve the **Justice of the Peace courts, Precincts 1, 2, 3, AND 4**, use of Netdata services for government records for online plea and pay, pay in office card reader in amount of \$550.00. **Commissioner Hudson** seconded the motion. All commissioners voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Hughes** and seconded by **Commissioner Marshall** to approve the sell and transfer of the 2018 Chevrolet Silverado, VIN#G8JF188130, from **Emergency Management** to the **Maintenance Department**, in the amount of \$12,000. All commissioners voted yes and none no.

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Hughes** to approve the **hangar lease agreement** between **Tyler County Airport** and Kevin Lachausse and Tex Air America (Reno Jaton). Commissioner Marshall stated he was wanting to make some changes to the fees. All commissioners voted yes and none no. SEE ATTACHED

**Commissioner Marshall** motioned to table amending the hangar lease agreement between **Tyler County Airport** and Kevin Lachausse and Tex Air America (Reno Jaton), to make changes to the lease agreement policies. The motion was seconded by **Commissioner Hughes**. All commissioners voted yes and none no. Commissioner Blacksher stated he had “called around” for fees charged by other counties.

**Commissioner Marshall** motioned and seconded by **Commissioner Hudson** to purchase 2.0 acres, more or less, adjacent to **commissioner precinct #3 barn**. All commissioners voted yes and none no.

**Commissioner Marshall** motioned to open bids for **petroleum products, road & bridge materials, hauling road materials and monitoring of debris management, emergency standby services and debris management**. **Commissioner Hudson** seconded the motion. The Auditor named the companies submitting bids. All commissioners voted yes and none no. SEE ATTACHED. Gulf Coast is now East Texas Asphalt

**Commissioner Marshall** motioned to award bids for **petroleum products (one bid Gardner Oil, road & bridge materials (all bids), hauling road materials (all bids) and monitoring of debris management (DebrisTech), emergency standby services (no bids) and debris management**. **Commissioner Hudson** seconded the motion. All commissioners voted yes and none no. SEE ATTACHED.

Mr. Gonzalez, Beaumont District Engineer for TxDot, gave a presentation regarding points in a previously adopted (2022) Resolution for Highway 69. The project is proposed to begin September 2023. Their goal is to remove trees in the medium so that vehicles can recover safely. He reported during 2017 – 2022 there have been 78 crashes and two fatalities in the area. Their intention is not to “clear cut”.

**COMMENTS BY COURT MEMBERS PERTAINING TO MATTERS OF COUNTY GOVERNMENT:** Judge Powers and Commissioner Marshall had met with officials of the tribal council of the Alabama-Coushatta Reservation.

A motion was made by **Commissioner Blacksher** and seconded by **Commissioner Hughes** to enter into Executive Session. All commissioners voted yes and none no.

**Executive Session:** County entered into executive session. No action was taken in executive session.

**BACK IN REGULAR SESSION:** 11: 29 a.m.  
Judge Powers announced that no formal action was needed.

A motion was made by Commissioner Hudson and seconded by Commissioner Blacksher that the meeting adjourn. All voted yes.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED- 11:30 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on April 10, 2023.

Witness my hand and seal of office on this the 8th day of May, 2023.

Attest: \_\_\_\_\_  
Donece Gregory, County Clerk