April 30, 2018

### CHANGE ORDER AND AMENDMENT NO. 1

Re: Contract for Court Collection Services (the "Contract")
Change Order and Amendment No. 1

Dear :

Graves Humphries Stahl, LTD ("GHS") and Panola County, Texas ("Client") entered into the Contract for court collection services effective April 5, 2018. GHS has proposed to provide additional related services, which consist of electronically uploading citations issued in the County to Client's software system ("iTicket Services") to Client. The Client desires to obtain such iTicket Services from GHS and has determined that such services would not increase the original amount of the Contract by more than 25%. Accordingly, GHS and the Client agree as follows:

## 1. Change Order.

The parties agree that GHS shall provide iTicket Services to Client subject to the terms and conditions set forth herein and in the Contract.

#### 2. Amendment No. 1.

The parties agree that the Contract is hereby amended to include a Section XIV as follows:

#### "XIV

In addition to the Collection Services described above, GHS agrees to provide its iTicket Services to Client as follows:

A. GHS shall be responsible for obtaining from the Texas Department of Public Safety ("DPS") and Panola County's Law Enforcement Offices ("PCLEO") the necessary information regarding DPS and PCLEO Class C criminal citations issued in Panola County, and for uploading such information daily into the case management system for Justice of the Peace Courts 1 and 2 ("JP Courts") provided by NET Data and known as ICON.

- B. Client shall provide GHS with access to the JP Courts' ICON case management system through adequate ports and bandwidth necessary for FTP and Telnet transmission for purposes of uploading the DPS and PCLEO citations. GHS shall be responsible for all costs, if any, related to data conversion to make the JP Courts' ICON case management system compatible with GHS's software and system.
- C. Client agrees to pay GHS a fee of \$2.00 for each case filed as the result of a citation uploaded by GHS to the JP Courts' ICON case management system pursuant to this Contract. Client shall remit payment to GHS on a monthly basis by check.
- D. Except as modified by this Amendment No. 1, all terms and conditions set forth in the Contract shall remain in full force and effect. For the avoidance of doubt, the following sections of the Contract shall apply to this Amendment No. 1 as follows:
  - Section VI—the provisions of this Section apply to this Amendment No. 1, except that in the event of a nonrenewal of a contract term or termination without cause, Client shall pay GHS the \$2.00 fee for each case filed within six (6) months from date of the notice of nonrenewal or termination as the result of a citation uploaded by GHS.
  - Sections VII, VIII, IX, XI, XII and XIII—these Sections apply in all respects.
  - iii. Section X—this Section applies to iTicket Services in the same manner as it applies to Collection Services."
- 3. <u>Counterparts.</u> This Change Order and Amendment No. 1 may be executed in counterparts, each of which will be deemed to be an original copy of this Change Order and Amendment No. 1, and shall be effective on the date that it is executed by GHS.

Please execute this letter as provided below to acknowledge GHS's agreement to the terms of this Change Order and Amendment No. 1.

Sincerely,

Lee Ann Jones

County Judge

AGREED:

April 30, 2018 Page 3

GRAVES HUMPHRIES STAHL, LTD

By:

Name:

AVID GRAVS <

Title:

PRESIDENT

Date: 4/3

# **VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270**

By signing below, Graves Humphries Stahl, LTD (GHS) hereby verifies the following:

- 1. GHS does not boycott Israel; and
- 2. GHS will not boycott Israel during the term of the contract.

This verification is incorporated and made a part of the Contract for Court Collection Services between GHS and Panola County, Texas, effective April 5, 2018, as amended.