

Sutton County Commissioners Court

REGULAR MEETING

Monday, August 14, 2023 at 9:00 a.m.

Sutton County Annex Meeting Room, 300 E. Oak, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

Carl Teaff
Commissioner
Precinct 3

Harold Martinez
Commissioner
Precinct 4

Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically mentioned on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.

BUSINESS

- 1 Determination of quorum and call to order
- 2 Invocation and Pledges
- 3 Public Comment

AGENDA

Receive reports of the following:

- 4 Auditor – Maura Weingart
- 5 EMS Report-TJ Thorp
- 6 Justice of the Peace – Tammy Jo Liska
- 7 Jailer and Sheriff – DuWayne Castro
- 8 Road and Bridge – Superintendent Robert Hughes
- 9 Library Report – Deborah Brown
- 10 Extension Office – Pascual Hernandez
- 11 ARPA Funds Report for City of Sonora-Art Fuentes
- 12 Sutton County Emergency Management Report-Art Fuentes
- 13 County Attorney – Dawn B. Cahill
- 14 County and District Clerk – Pam Thorp
- 15 County Commissioners
 - Lee Bloodworth, precinct 1
 - Bob Brockman, precinct 2
 - Carl Teaff, precinct 3
 - Harold Martinez, precinct 4
- 16 County Judge – Joseph Harris

Deliberate, Consider and take appropriate action regarding the following:

- 17 Accounts Payable-Maura Weingart
- 18 Time Clock Plus contract-Janell Martin
- 19 Concho Valley Transit District interlocal agreement contract
- 20 TK Elevator modernization proposal for courthouse elevator
- 21 Operation Lone Star resolution-DuWayne Castro
- 22 Discussion and possible action of Senate Bill 22-Rural Law Enforcement Grant Fund

- 23 Updated resolution supporting the planning and construction of the future Interstate Highway 27
- 24 Interlocal Agreement for E9-1-1 Public Safety Answering point (PSAP) Services
- 25 Submission of No New Revenue Tax Rate and Voter Approval Tax Rate for 2024
- 26 Approval of Stribling-Probandt Appraisal contract
- 27 Discussion and possible action in reference to move of Tax Assessor/Collector's office to library
- 28 Approval of Total Office Solutions contract for County Judge's office copier
- 29 Set date and time for joint interlocal meeting with Sonora City Council

EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.

RECONVENE

- 30 Adjournment



JOSEPH HARRIS, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 10th day of August 2023.



PAM THORP, County Clerk

SUTTON COUNTY COMMISSIONERS COURT
REGULAR MEETING
AUGUST 14, 2023

FMFC FUND									
General Cash Sutton County	PR Reimbursement, WH/FICA, MASA, Nationwide, Employee and Dependent premiums for New York Life, AFLAC, Dental, Vision, Life and Retirement for July, 2023	\$	32,546.05	51980	51981				
Master-Card Service Center	Insecticide	\$	69.39	51982					
General Cash Sutton County	PR Reimbursement, WH/FICA, for August 11, 2023	\$	18,115.66	51983					
	TOTAL	\$	50,731.10						
GENERAL FUND									
Pete Gomez, Jr	District Judge Car Allowance for July, 2023	\$	207.33	28440					
AFLAC	Employee insurance premium for July, 2023	\$	1,741.88	28441					
MASA Global	Employee insurance premium for July, 2023	\$	465.00	28442					
NationWide Retirement Solutions	Employee Contributions for July, 2023	\$	1,060.00	28443					
New York Life Insurance	Employee insurance premium for July, 2023	\$	4,192.40	28444					
American United Life Insurance	Employee insurance premium for July, 2023	\$	780.04	28445 & 28446					
Ameritas Dental	Employee insurance premium for July, 2023	\$	2,670.76	28447 & 28448					
Ameritas Vision	Employee insurance premium for July, 2023	\$	866.64	28449 & 28450					
TX Association of Co Health	Employee insurance premium for July, 2023	\$	68,853.00	28451 & 28452					
Rodolfo Chuely	Sheriff Deputy Travel Expense	\$	210.12	28453					
MasterCard Service Center	Sheriff and Jail supplies, medications, fuel, office supplies	\$	736.07	28454					
(first check was lost in mail check was re-sent)									
Chase Card Service	Extension Agent Travel Expenses	\$	412.59	28455					
MasterCard Service Center	Sheriff and Jail supplies, medications, fuel, office supplies operating supplies, Jailers school, Deputy school	\$	1,298.70	28456					
		\$	83,494.53						

Line-item Transfer Amendment

Date: August 9, 2023

Honorable Commissioners Court of Sutton County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	<u>10 - General Fund</u>	<u>JP</u>	<u>10-5-455-5572</u>	<u>\$1,000.00</u>
To:	<u>10- General Fund</u>	<u>JP</u>	<u>10-5-455-3100</u>	<u>\$1,000.00</u>

Reason: JP needs to order more courtesy

letters, judgement forms and magistration forms
and the increased cost of office supplies left us short.

Tammy J. Luhn
Department Head

08/09/2023
Date
Paul Thonp

Approved: Co Judge for Commissioners' Ct

Attest: County Clerk

08/14/2023

8/14/23

Date
Maura Weingart

Date
8/14/2023

Maura Weingart-County Auditor

Date

Line-item Transfer Amendment

Date: August 7, 2023

Honorable Commissioners Court of Sutton County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	<u>R/M SUPPLIES</u>	<u>PARK</u>	<u>10-5-660-3500</u>	<u>(\$485.00)</u>
To	<u>INTERNET</u>	<u>PARK</u>	<u>10-5-660-4210</u>	<u>\$485.00</u>

Reason: _____

Department Head


Approved: Co Judge for Commissioners' Ct

Date


Maura Weingart-County Auditor

Date


Attest: County Clerk

Date


Date

Line-item Transfer Amendment

Date: 8-4-23

Honorable Commissioners Court of Sutton County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	<u>10-5-650-4500</u>	<u>Library</u>	<u>Equipment Repairs</u>	<u>\$125.00</u>

To	<u>10-5-650-4810</u>	<u>Library</u>	<u>Miscellaneous</u>	
----	----------------------	----------------	----------------------	--

Reason: To pay for a plaque in appreciation of the grants for new furniture & floors!

[Signature]
Department Head

Date 8-4-23

[Signature]
08/14/2023
Approved: Co Judge for Commissioners' Ct

Attest: County Clerk
[Signature] 8/14/23

Date
[Signature]
Maura Weingart-County Auditor

Date 8/14/2023

REC'D AUG 4 23
FR AM 11:28

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	TDCAA	TDCAA:	R	0/00/0000		2,250.00CR	000000	
	I-2023 TDCAA FEES	GUARDIAN SECURITY SOLUTIONS:	R	0/00/0000		10,000.00CR	000000	
	I-21039	WE COUNT PEOPLE LLC:	R	0/00/0000		333.94CR	000000	
	I-2412	HCCTC:	R	0/00/0000		500.00CR	000000	
	I-2719, 8831	AIRMEDCARE NETWORK:	R	0/00/0000		19,690.00CR	000000	
	I-7046-06122023	VERONICA VILLAREAL:	R	0/00/0000		500.00CR	000000	
	I-8787, 8829	SUTTON COUNTY UMGD/GMA7:	R	0/00/0000		350.00CR	000000	
	I-8834	BERL'S COMMERCIAL SUPPLY:	R	0/00/0000		1,888.20CR	000000	
	I-90122	ALL ABOUT SIGNS:	R	0/00/0000		200.00CR	000000	
	I-ESTIMATE 128331	GENE STUMP:	R	0/00/0000		730.67CR	000000	
	I-TDCAA TRAVEL 1	LORI TRAVIS:	R	0/00/0000		931.04CR	000000	
	I-TDCAA TRAVEL 5	VIRTUAL ACADEMY:	R	0/00/0000		885.00CR	000000	38,258.85
	I-VA10818							
1037	APPLIED CONCEPTS, INC	SHERIFF RADAR	R	0/00/0000		81.25CR	000000	
	I-423474	SHERIFF RADAR	R	0/00/0000		547.92CR	000000	629.17
	I-423475							
1050	BEN E KEITH-DFW	JAIL FOOD	R	0/00/0000		131.04CR	000000	
	I-11963978	JAIL FOOD	R	0/00/0000		660.37CR	000000	791.41
	I-11973314							
1054	PARKER LUMBER	ANNEX R/M SUPPLIES	R	0/00/0000		18.99CR	000000	
	I-23783345	CEMETERY R/M SUPPLIES	R	0/00/0000		74.99CR	000000	
	I-4628466	CEMETERY R/M SUPPLIES	R	0/00/0000		43.97CR	000000	
	I-4657864	CEMETERY R/M SUPPLIES	R	0/00/0000		21.99CR	000000	
	I-4659438	COURTHOUSE LAWN WATER SYS	R	0/00/0000		7.98CR	000000	
	I-4667495	COURTHOUSE R/M SUPPLIES	R	0/00/0000		10.48CR	000000	
	I-4679348	COURTHOUSE R/M SUPPLIES	R	0/00/0000		15.98CR	000000	
	I-4695276	PARK R/M SUPPLIES	R	0/00/0000		34.99CR	000000	
	I-4717024	ANNEX BUILDING MAINTENANCE	R	0/00/0000		23.12CR	000000	
	I-4721933	ANNEX BUILDING MAINTENANCE	R	0/00/0000		27.73CR	000000	
	I-4722427	ANNEX BUILDING MAINTENANCE	R	0/00/0000		18.36CR	000000	
	I-4724026	ANNEX BUILDING MAINTENANCE	R	0/00/0000		12.28CR	000000	
	I-4724537	ANNEX R/M SUPPLIES	R	0/00/0000		2.70CR	000000	313.56
	I-4745859							
1060	BILL WILLIAMS TIRE CENTER	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		884.20CR	000000	884.20
	I-53-0926909-002							
1067	BRWBR REFRIGERATION	JAIL ICE MACHINE RENTAL	R	0/00/0000		93.00CR	000000	
	I-365091	JAIL ICE MACHINE RENTAL	R	0/00/0000		160.00CR	000000	
	I-365092	JAIL EQUIPMENT REPAIR	R	0/00/0000		59.69CR	000000	312.69
	I-365116							

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1076	PITNEY BOWES BANK INC I-1110-082023	PURCHASE POWER DISTRICT ATTORNEY POSTAGE	R	0/00/0000		241.12CR	000000	241.12
1083	CHARLES MCDONALD I-121	NONDEPT TMCC EXPENSE	R	0/00/0000		770.00CR	000000	770.00
1088	CHARLES W KING I-02755 I-02817	DIST CT APPOINTED ATTORNEY DIST CT APPOINTED ATTORNEY	R	0/00/0000		500.00CR 500.00CR	000000 000000	1,000.00
1090	QUILL CORPORATION I-33470248 I-33568484 I-33578388 I-33593066 I-33595292 I-33602532	CO JUDGE/ANNEX SUPPLIES CTR/LIBRARY R/M SUPPLIES LIBRARY R/M SUPPLIES LIBRARY R/M SUPPLIES CO JUDGE OFFICE SUPPLIES CO JUDGE OFFICE SUPPLIES	R	0/00/0000		302.02CR 183.96CR 41.49CR 70.99CR 50.34CR 76.92CR	000000 000000 000000 000000 000000 000000	725.72
1107	CONCHO VALLEY TRANSIT I-AUGUST 2023 SU	DISTRICT CMTD CONTRACT PAYMENT	R	0/00/0000		3,141.33CR	000000	3,141.33
1112	CRISTINA DE LUNA I-080323-AUSTIN	TRAVEL EXP TO ELECTION SEMNR	R	0/00/0000		875.52CR	000000	875.52
1123	DAVID WALLACE I-080323-PHONE	COUNTY ATTORNEY PHONE	R	0/00/0000		100.00CR	000000	100.00
1128	DEMCO I-7344641	LIBRARY OPERATING SUPPLIES	R	0/00/0000		615.99CR	000000	615.99
1133	DOYLE MORGAN INSURANCE I-300268/300269	NONDEPT OFFICIALS BONDS	R	0/00/0000		355.00CR	000000	355.00
1140	EDDIE ARTERGA C-073123SC-AUDITOR C-073123SC-TREAS I-073123SC I-073123SC-AUDITOR I-073123SC-TREAS	AUDITOR COMP/SOFTWARE AGRT TREAS COMP/SOFTWARE AGRT AUDITOR/TREAS COMP AGREEMT AUDITOR COMP/SOFTWARE AGRT TREAS COMP/SOFTWARE AGRT	R	0/00/0000		1,197.42 69.93 1,267.35CR 1,197.42CR 69.93CR	000000 000000 000000 000000 000000	1,267.35
1149	EMMET FLEMING I-TAX06155 I-TAX06160	CO COURT APPOINTED ATTORNEY CO COURT APPOINTED ATTORNEY	R	0/00/0000		954.00CR 270.00CR	000000 000000	1,224.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1161	FWPC FUND I-071923-UNIT 283 I-071923-UNIT 285	SHERIFF VEHICLE MAINTENANCE SHERIFF VEHICLE MAINTENANCE	R	0/00/0000 0/00/0000		72.49CR 155.38CR	000000 000000	227.87
1167	FRED C BRIGMAN, III I-02811	DISTRICT COURT APPT ATTORNEY	R	0/00/0000		612.00CR	000000	612.00
1180	GREAT AMERICA LEASING CORP I-34583866 I-34587600	CGCD OFFICE COPIER LIBRARY COPIER	R	0/00/0000 0/00/0000		175.08CR 240.74CR	000000 000000	415.82
1182	SONORA TIRE SERVICE I-93827	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		50.00CR	000000	50.00
1186	SOUTHWEST TEXAS ELECTRIC COOP I-3542001-082023	SHERIFF RADIO TOWER	R	0/00/0000		71.01CR	000000	71.01
1188	SPRINT I-645388810-188	EXTENSION AGENT CELL PHONE SVC	R	0/00/0000		61.46CR	000000	61.46
1231	TEXAS WILDLIFE DAMAGE MANAGEMENT I-255187	ANIMAL DAMAGE CONTROL	R	0/00/0000		9,600.00CR	000000	9,600.00
1233	THE CITY OF SONORA I-01005000-072023 I-01010600-072023 I-01014000-072023 I-01015001-072023 I-01016000-072023 I-02009603-072023 I-09061000-072023 I-89005501-072023 I-89007400-072023 I-89008000-072023 I-89008200-072023	COURTHOUSE LIBRARY JAIL AND SHERIFF OFFICE OLD POLICE STATION ANNEX CSCD OFFICE FWPC WAREHOUSE PARK SLAB PARK STORAGE BUILDING PARK RODEO CONCESSION STAND	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		1,495.40CR 367.40CR 498.92CR 203.94CR 149.60CR 125.57CR 342.38CR 187.56CR 40.97CR 274.38CR 152.60CR	000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000	3,838.72
1240	K&J CONTROL, INC I-147180 I-147181 I-147948 I-147955	COURTHOUSE R/M SUPPLIES ANNEX R/M SUPPLIES JAIL R/M SUPPLIES LIBRARY R/M SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		50.00CR 60.00CR 65.00CR 50.00CR	000000 000000 000000 000000	225.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1253	KIRK HAWKINS I-11755	COUNTY CT APPOINTED ATTORNEY	R	0/00/0000		3,793.50CR	000000	3,793.50
1255	LAURIE ENGLISH I-07242023 I-TDCMA TRAVEL 3	DIST ATTY TRAVEL REIMBURSEMT DISTRICT ATTORNEY TRAVEL	R R	0/00/0000 0/00/0000		323.40CR 736.26CR	000000 000000	1,059.66
1256	TOTAL OFFICE SOLUTION I-EA368075 I-EA369994 I-EA370933 I-EA371106 I-EA371276 I-EA371849 I-EA371851 I-EA371852 I-EA371853 I-EA372064 I-EA372205 I-EA372206 I-EA374850	NONDEPT COPIER USAGE NONDEPT COPIER USAGE SHF COPIER USAGE CHARGES CLERK OFFICE SUPPLIES JP COPIER BASE RATE/USAGE CHGS SHERIFF COPIER USAGE CHGS EXTENSION COPIER USAGE LIBRARY OP SUPP-COPIER USAGE CSCD OFFICE COPIER USAGE JUDGE OFFICE SUPPLIES NONDEPT COPIER USAGE CLERK COPIER USAGE TAX ASSESSOR COPIER USAGE	R R R R R R R R R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		56.99CR 58.85CR 115.57CR 12.00CR 185.91CR 155.53CR 68.31CR 167.02CR 50.50CR 351.26CR 63.53CR 100.42CR 45.41CR	000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000	1,431.30
1261	LBO'S TIRE SERVICE I-5076	SHERIFF VEHICLE MAINTENACE	R	0/00/0000		85.00CR	000000	85.00
1265	LONGHORN OFFICE PRODUCTS I-505020-0 I-505022-0 I-505233-0 I-505458-0 I-505873-0	JP OFFICE SUPPLIES AUDITOR OFFICE SUPPLIES TAX ASSESSOR OFFICE SUPPLIES JP OFFICE SUPPLIES TREASURER OFFICE SUPPLIES	R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		20.40CR 122.10CR 35.52CR 51.00CR 47.73CR	000000 000000 000000 000000 000000	276.75
1267	UNITFIRST HOLDINGS LP I-17335 I-17356 I-17366 I-17367 I-17368 I-17370	SHERIFF R/M SUPPLIES JAIL R/M SUPPLIES CIVIC CENTER R/M SUPPLIES LIBRARY R/M SUPPLIES ANNEX R/M SUPPLIES COURTHOUSE R/M SUPPLIES	R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		16.20CR 51.16CR 60.82CR 16.20CR 19.52CR 37.16CR	000000 000000 000000 000000 000000 000000	201.06
1280	MAURA WEINGART I-SANGELO 080323	AUDITOR TRAVEL EXPENSE	R	0/00/0000		86.07CR	000000	86.07

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1282 MAYFIELD PAPER COMPANY I-3300817	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		521.08CR	000000	521.08
1290 WEST TEXAS GAS INC I-377730-0623 I-3872365-062023 I-42845-062023 I-5095131-062023	LIBRARY COURTHOUSE ANNEX JAIL AND SHERIFF OFFICE	R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000		37.69CR 37.69CR 37.69CR 86.06CR	000000 000000 000000 000000	199.13
1296 XEROX FINANCIAL SERVICES I-4574047 I-4581506	NONDEPARTMENTAL COPIER TAX ASSESSOR COPIER	R R	0/00/0000 0/00/0000		205.99CR 114.02CR	000000 000000	320.01
1308 DEVILS RIVER NEWS I-4547-CLERK	CLERK EMPLOYMENT ADVERTISING	R	0/00/0000		150.00CR	000000	150.00
1309 CARL TEAFF I-GALVESTON 071623	COMM TRAVEL EXPENSE	R	0/00/0000		1,498.76CR	000000	1,498.76
1316 LOWES PAY AND SAVE I-119560-230720 I-119560-230727 I-119560-230803	JAIL FOOD JAIL FOOD JAIL FOOD	R R R	0/00/0000 0/00/0000 0/00/0000		56.09CR 126.27CR 121.05CR	000000 000000 000000	303.41
1321 SUTTON CO APPELLATE I-071023-072123 I-072423-073123	CO CLERK APPELLATE FEES DIST CLERK APPELLATE FEES	R R	0/00/0000 0/00/0000		25.00CR 5.00CR	000000 000000	30.00
1324 HART INTERCIVIC I-093242	NONDEPT ELECTION SUPPLIES	R	0/00/0000		721.00CR	000000	721.00
1333 DELL MARKETING LP I-10666715914 I-10672127650	GSCD COMPUTER LAPTOP GSCD OFC LAPTOP DOCK	R R	0/00/0000 0/00/0000		1,526.61CR 194.99CR	000000 000000	1,721.60
1347 TODD SIMONS, ATTY I-12942	COUNTY CT APPOINTED ATTORNEY	R	0/00/0000		400.00CR	000000	400.00
1357 TRIPLE C HARDWARE & LUMBER INC I-B647737	CIVIC CENTER/PARK R/M SUPP	R	0/00/0000		472.15CR	000000	472.15
1377 PAMELA THORP I-080323-AUSTIN	CLERK TRAVEL EXPENSES	R	0/00/0000		898.08CR	000000	898.08

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1378	KATEY MARSHALL I-071523-REIMB I-072123-17809 I-080323-SANGELO	TAX ASSESSOR REIMB OFC SUPP TAX ASSESSOR REIMB FOR PURNITTU TAX ASSESSOR TRAVEL EXPENSE	R R R	0/00/0000 0/00/0000 0/00/0000		52.97CR 518.00CR 85.15CR	000000 000000 000000	656.12
1380	VISTA SOLUTIONS GROUP LP I-11637	JAIL SCANNER/SOFTWARE	R	0/00/0000		4,151.25CR	000000	4,151.25
1386	SMTDR TECHNOLOGY I-33534 I-33535 I-33536 I-33538 I-33539 I-33540	CLERK IT SERVICES JP IT SERVICES CO JUDGE IT SERVICES LIBRARY IT SERVICES SHERIFF OFFICE IT SERVICES TAX ASSESSOR IT SERVICES	R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		1,024.00CR 1,099.00CR 200.00CR 996.50CR 1,599.00CR 150.00CR	000000 000000 000000 000000 000000 000000	5,068.50
1407	VGI TECHNOLOGY I-1117373	JAIL CAMERAS/SOFTWARE	R	0/00/0000		30.00CR	000000	30.00
1430	PHARM HOUSE PIERCE SONORA I-447132	JAIL INMATE MEDICATIONS	R	0/00/0000		30.08CR	000000	30.08
1432	INDIGENT HEALTHCARE SOLUTIONS, LTD I-76096	JAIL IHS SOFTWARE	R	0/00/0000		1,059.00CR	000000	1,059.00
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS I-3694200-082023 I-3694300-082023 I-3695400-082023 I-3695500-082023 I-3695700-082023 I-3706300-082023 I-3786700-082023	NONDEPT, AUDITOR, TREASURER CO JUDGE/PAVILION LIBRARY JP OFFICE JAIL AND SHERIFF OFFICE CSCD OFFICE EXT AGENT/H.E. AGENT	R R R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		778.86CR 388.02CR 235.45CR 145.45CR 337.68CR 145.45CR 107.34CR	000000 000000 000000 000000 000000 000000 000000	2,138.25
1449	PERRIAN BASIN CSCD I-080123-SUPPLEMENT	CSCD OFCR SALARY SUPPLEMENT	R	0/00/0000		2,205.00CR	000000	2,205.00
1465	GALLS, LLC, DBA MILLER UNIFORMS I-025123802 I-025153879	SHERIFF CLOTHING ALLOWANCE SHERIFF CLOTHING ALLOWANCE	R R	0/00/0000 0/00/0000		110.90CR 175.16CR	000000 000000	286.06
1469	CROCKETT COUNTY I-AUGUST 2023	DIST ATTY SECRETARY INSURANCE	R	0/00/0000		1,155.46CR	000000	1,155.46

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	------------	------------	----------	--------	-----------	--------------

1492	AUTOMATIC FIRE PROTECTION, INC	LIB MO FIRE ALARM MONITORING	R	0/00/0000		50.00CR	000000	50.00
	I-81000723							

1494	TXU ENERGY	JAIL AND SHERIFF OFFICE	R	0/00/0000		1,702.38CR	000000	
	I-69598898-072023	LIBRARY	R	0/00/0000		517.70CR	000000	
	I-69598907-072023	CHEMISTRY	R	0/00/0000		216.85CR	000000	
	I-69598919-072023	CIVIC CENTER	R	0/00/0000		1,129.59CR	000000	
	I-69598930-072023	ANNEX	R	0/00/0000		819.09CR	000000	
	I-69598931-072023	OLD POLICE STATION	R	0/00/0000		166.28CR	000000	
	I-69598942-072023	PARK	R	0/00/0000		1,037.35CR	000000	
	I-69639475-072023	COURTHOUSE	R	0/00/0000		1,481.36CR	000000	
	I-69639486-072023	CSCD OFFICE	R	0/00/0000		144.98CR	000000	
	I-69639497-072023	COURTHOUSE STG UNIT	R	0/00/0000		7.42CR	000000	7,223.00
	I-69639506-072023							

1498	TEXAS ASSOCIATION OF COUNTIES	ADDITOR YEARLY MEMBERSHIP	R	0/00/0000		220.00CR	000000	
	I-21814	CLERK REGISTRATION FEES	R	0/00/0000		200.00CR	000000	420.00
	I-241631/342224							

1500	CIRA	JP TECH BUSINESS EMAILS	R	0/00/0000		496.45CR	000000	496.45
	I-SOP018006							

1535	CAMILLA COTBIRTH	DISTRICT ATTORNEY TRAVEL	R	0/00/0000		782.47CR	000000	782.47
	I-TDCAA TRAVEL 4							

1545	BLACK PLUMBING SERVICES LLC	JAIL R/M ON SHOWERS	R	0/00/0000		693.00CR	000000	693.00
	I-88549303							

1547	STERLING COMMISSARY, LLC	JAIL OPERATING SUPPLIES	R	0/00/0000		5.10CR	000000	5.10
	I-31091:SUPTONIX210							

1548	TRINITY INNOVATIVE SOLUTIONS LLC	STONEGARDEN YRLY SUBSCRIPT	R	0/00/0000		4,420.00CR	000000	4,420.00
	I-001229							

1554	MIKE BRYANT	DIST ATTY SPECIAL INVESTIGATOR	R	0/00/0000		738.93CR	000000	738.93
	I-TDCAA TRAVEL 2							

1559	THOMAS EDGAR JACKSON	DIST CT APPOINTED ATTORNEY	R	0/00/0000		500.00CR	000000	500.00
	I-02699							

* * * T O T A L S * * *

REGULAR CHECKS:	65	0.00	112,885.02	TOTAL APPLIED	112,885.02
HANDWRITTEN CHECKS:	0	0.00	0.00		0.00
PRE-WRITE CHECKS:	0	0.00	0.00		0.00
DRAFTS:	0	0.00	0.00		0.00
VOID CHECKS:	0	0.00	0.00		0.00
NON CHECKS:	0	0.00	0.00		0.00
CORRECTIONS:	0	0.00	0.00		0.00
REGISTER TOTALS:	65	0.00	112,885.02		112,885.02

8/11/2023 11:08 AM
 PACKET: 03697 FMFC FUND 081423
 VENDOR SET: 01
 BANK : 15 ROAD & BRIDGE - FMFC

A / P CHECK REGISTER
 **** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	CALDWELL COUNTRY FORD	CALDWELL COUNTRY FORD:	R	0/00/0000		58,055.00CR	000000	
	I-PHD24539	LONESTAR TRUCK GROUP:	R	0/00/0000		240.87CR	000000	58,295.87
	I-X420080096:01							
1022	AMERICAN SALES & SERVICE	FMFC OPERATING SUPPLIES	R	0/00/0000		525.00CR	000000	525.00
	I-110017							
1032	ANGELO BOLT & INDUSTRIAL SUPPLY	FMFC POLAR COOLER	R	0/00/0000		3,200.00CR	000000	
	I-663398	FMFC OPERATING SUPPLIES	R	0/00/0000		45.50CR	000000	3,245.50
	I-663800							
1051	BENSON REPAIR	FMFC REPAIRS	R	0/00/0000		372.09CR	000000	
	I-B3523	FMFC REPAIRS	R	0/00/0000		18.99CR	000000	
	I-B3525	FMFC REPAIRS	R	0/00/0000		90.02CR	000000	
	I-B3527	FMFC REPAIRS	R	0/00/0000		16.35CR	000000	
	I-B3530	FMFC REPAIRS	R	0/00/0000		199.10CR	000000	
	I-B3531	FMFC REPAIRS	R	0/00/0000		234.31CR	000000	
	I-B3534	FMFC REPAIRS	R	0/00/0000		155.38CR	000000	
	I-B3544	FMFC REPAIRS	R	0/00/0000		105.13CR	000000	1,191.37
	I-B3559							
1054	PARKER LUMBER	FMFC OPERATING SUPPLIES	R	0/00/0000		49.97CR	000000	
	I-23611680	FMFC OPERATING SUPPLIES	R	0/00/0000		34.31CR	000000	
	I-4693756	FMFC R/M SUPPLIES	R	0/00/0000		21.99CR	000000	106.27
	I-4720014							
1060	BILL WILLIAMS TIRE CENTER	FMFC REPAIRS	R	0/00/0000		46.00CR	000000	46.00
	I-23-0930050-002							
1129	DEVILS RIVER AUTO PARTS	FMFC REPAIRS	R	0/00/0000		27.17CR	000000	
	I-153338-119759	FMFC REPAIRS	R	0/00/0000		8.35CR	000000	
	I-153338-120104	FMFC REPAIRS	R	0/00/0000		31.19CR	000000	66.71
	I-153338-120107							
1141	REGAL OIL, INC	FMFC DIBSEL	R	0/00/0000		2,142.30CR	000000	
	I-26-319908	FMFC VEHICLE FUEL	R	0/00/0000		1,843.82CR	000000	
	I-26-319914	FMFC DIBSEL	R	0/00/0000		2,009.32CR	000000	
	I-26-319929	FMFC VEHICLE FUEL	R	0/00/0000		2,123.62CR	000000	8,119.06
	I-26-320781							
1219	JET SPECIALTY, INC	FMFC R/M SUPPLIES	R	0/00/0000		370.40CR	000000	370.40
	I-2529390							

8/11/2023 11:08 AM
 PACKET: 03697 FMFC FUND 081423
 VENDOR SET: 01
 BANK : 15 ROAD & BRIDGE - FMFC

A / P CHECK REGISTER
 ***** CHECK LISTING *****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1266	UNIFORMS HOLDING-11 I-117291 I-117668	FMFC EMPLOYER UNIFORMS FMFC EMPLOYER UNIFORMS	R	0/00/0000 R 0/00/0000		19.40CR 19.40CR	000000 000000	38.80
1290	WEST TEXAS GAS INC I-46332-062023	FMFC WAREHOUSE	R	0/00/0000		37.69CR	000000	37.69
1308	DEVILS RIVER NEWS I-4547-FMFC	FMFC EMPLOYMENT ADVERTISING	R	0/00/0000		105.00CR	000000	105.00
1325	RAFTER W I-3804326	FMFC REPAIRS ON SPRAYER	R	0/00/0000		8.70CR	000000	8.70
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS I-3694900-082023	FMFC WAREHOUSE	R	0/00/0000		142.15CR	000000	142.15
1494	TXO ENERGY I-69598953-072023	FMFC WAREHOUSE	R	0/00/0000		395.11CR	000000	395.11

*** T O T A L S ***
 REGULAR CHECKS: 15 NO# DISCOUNTS 0.00 CHECK AMT 72,693.63 TOTAL APPLIED 72,693.63
 HANDWRITTEN CHECKS: 0 0.00 0.00
 PRE-WRITE CHECKS: 0 0.00 0.00
 DRAFTS: 0 0.00 0.00
 VOID CHECKS: 0 0.00 0.00
 NON CHECKS: 0 0.00 0.00
 CORRECTIONS: 0 0.00 0.00
 REGISTER TOTALS: 15 0.00 72,693.63 72,693.63

**TimeClock Plus OnDemand
License Agreement**

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into as of 02/02/2020 ("Effective Date"), 2.20.2023 by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP") and Sutton County with its principal office located at 102 N. Water, Sonora, TX 76950 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 "Active Employee" means an Employee that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, worker, consultant, substitute or contractor.

1.7 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 "Monthly Employee Fee" means TCP's then current fees applicable for each of Client's Employees based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.13 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.15 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement.

1.16 "TCP Services" means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.17 "TCP Technology" means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.18 "Term" has the meaning set forth in Section 10.

1.19 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.

2. **Delivery of Services.**

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated

User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the TCP Services, make the TCP Services available to any third party or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 **Biometric Data.** To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 **Requests.** Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 **Assistance.** If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 **Client's Privacy Policy.** Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. **Confidential Information.**

5.1 Each Party (the "**Receiving Party**") acknowledges that it will have access to certain confidential information of the other Party (the "**Disclosing Party**") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "**Confidential Information**").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. **Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. **Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP at its offices in San Angelo, Texas, in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fee which is based on the aggregated Permissions for each

Active Employee. Client is responsible for **Monthly Employee Fees** for the maximum number of active employees during any calendar month. Client may add additional Employees or Permissions as desired each month by paying the **Monthly Employee Fees** on the next billing cycle. Client agrees to promptly update the status in the **TCP Services** for any Active Employee who has been terminated or suspended.

8.3 Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for **TCP Services**, if Client increases its Active Employee count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with **TCP Services** and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term").

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the **TCP Services** shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of

Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. **Indemnification.**

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any

defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the

Dispute is not successfully resolved, the Parties agree venue of any dispute will be held in Sutton County, Texas

27. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. **Class Action Waiver.** THE PARTIES WAVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, **County of Sutton** without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

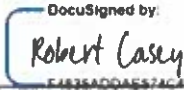
[Signature Page Follows]

Accepted by:

Client

TimeClock Plus, LLC

By: Sutton County
Name: Janel S. Martin
Title: Treasurer

By: 
Name: Robert Casey
Title: Vice President - Operations
Date: 2.20.23

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- Interlocal Cooperation Contract, Chapter 791, Texas Government Code
- Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, Chapter 271, Texas Local Government Code
- Fiscal Management, Chapter 44, Subchapter B, Section 031 a(5), Texas Education Code

I. CONTRACTING PARTIES:

a. The Receiving Agency (Hereinafter referred to as “AGENCY”)

Sutton County
300 E. Oak Street
Sonora, TX 76950
(325) 387-3815

b. The Performing Agency (Hereinafter referred to as “CONTRACTOR”)

Concho Valley Transit District
510 N. Chadbourne Street
San Angelo, TX 76903
(325) 947-8729

II. RECITALS

WHEREAS, the County desires to engage CVTD to render rural public transportation services funded under FTA 49 U.S.C., § 5311 Rural Public Transportation Grant Program administered by CVTD. In addition, CVTD receives rural program funding from § 5310 Elderly & Disabled, § 5309 Vehicle Capital Replacement, State Rural, Local Funds, and Program Income.

WHEREAS, CVTD agrees to provide all personnel, supervision, and capital equipment necessary to meet the requirements of this Agreement.

III. STATEMENT OF SERVICES TO BE PERFORMED:

CVTD shall perform all necessary actions provided under this Agreement in connection with the provision of rural transportation services in the above listed County, and in agreed upon contiguous areas thereto.

CVTD shall provide the staffing necessary to perform, and carry out, in a satisfactory manner and in accordance with FTA, TxDOT, and CVTD direction, standards, guidelines, and rules, certain transportation services to be operated out of the County.

- a) CVTD shall be responsible for employing all personnel required in performing services in accordance with this Agreement.

- b) CVTD shall ensure that all drivers meet qualifications set forth by CVTD and in accordance with FTA 49 CFR Parts 601 through 609 requirements, Texas Administrative Code Title 43 requirements, and CVCOG personnel policies.
- c) CVTD shall require all personnel designated to provide transportation services under this Agreement to participate in proper training, education, and evaluation activities related thereto which are sponsored or announced by CVTD.
- d) CVTD shall establish practices and procedures to monitor driver performance, vehicle maintenance, and passenger service.
- e) CVTD shall provide transportation for elderly, handicapped, and low-income persons at least in proportion to their relative numbers, along with public transportation in the geographic area covered by this Agreement.
- f) CVTD shall be responsible for scheduling maintenance for CVTD property with local reputable vendors as approved by CVTD.
- g) CVTD shall require elderly, handicapped, low-income persons and other participants whose fares are subsidized by Local, State, or Federal agencies with an opportunity to contribute on a voluntary basis to the costs of services provided pursuant to this Agreement. No fully subsidized participant shall be denied a service because of his or her failure to contribute to the cost of the service.
- h) CVTD shall maintain transportation schedules and hours of operation, which promote safe and reliable service for the public in accordance with established policies and procedures for providing rural transit services.
- i) CVTD shall ensure that drivers be available for the scheduled working day.
- j) CVTD shall ensure that if a break in local service occurs due to out of county service demands, that the day of the week or month that local service is interrupted be consistent in order to maintain a service schedule that is predictable and known to the public.

IV. INTERLOCAL AGREEMENT COSTS:

- a) County agrees to pay to CVTD an annual amount of **\$37,694.75** for performance of transportation services under this Agreement. The County may, at its sole discretion, decide to pay in equal monthly installments not to exceed the forementioned amount **OR** the County may pay the full annual amount as a one-time payment at the beginning of the Agreement period.
- b) The County understands and agrees that performance for the support of activities pursuant to this Agreement is contingent upon the receipt of State and/or Federal funds for such purposes of this Agreement.
- c) It is expressly understood and agreed that in no event will the total amount to be paid to CVTD by the County exceed **\$37,694.75** during the initial one (1) year term of this Agreement.

- b) **Interest of Counties of CVTD and Others.** No officer, member, or employee of CVTD, nor a member of its governing body, and no other public official of the governing body of the locality or localities in which the performance of this Agreement is situated or being carried out, who exercises any functions or responsibilities in the review of or approval of the undertaking, or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- c) **Interest of County.** The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The County further certifies that in the performance of this Agreement, they shall be an advocate of CVTD and shall cause no other form of public transportation or services rendered adversely to the efforts and interests of CVTD.
- d) **Findings Confidential.** Any reports, information, data, or documentation, given to or prepared or assembled by the County in the performance of this Agreement which CVTD requests to be kept as confidential shall not be made available to any individual or organization by the County or their employees without the prior written approval of the CVTD.

The County will at all times comply with the Privacy Act of 1974 (Section 552a of U.S.C.A., Title 5), as amended, in regard to the retrieval, storage and disclosure of information assembled under this Agreement.

- e) **Disclaimer of Employee Relationship.** Nothing in this Agreement shall be construed to create an employer-employee relationship between CVTD, or any party to this Agreement, nor any employee of the County or any personnel providing direct services; and an employer relationship between CVTD and any of the aforementioned parties is hereby disclaimed.
- f) **Compliance with State and/or Federal Agency Cooperative Agreement.** The County agrees to comply with the provisions of CVTD's Cooperative Agreement with the State or Federal Transit Administration specifically as pertaining to the County's or CVTD's role as in the performance of this Agreement in 49 CFR 29, 4220.1f, and/or Grant Master Agreement.

IX. SEVERABILITY:

Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

X. GOVERNING LAW AND JURISDICTION:

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Tom Green County, Texas, unless the

- b) **Interest of Counties of CVTD and Others.** No officer, member, or employee of CVTD, nor a member of its governing body, and no other public official of the governing body of the locality or localities in which the performance of this Agreement is situated or being carried out, who exercises any functions or responsibilities in the review of or approval of the undertaking, or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- c) **Interest of County.** The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The County further certifies that in the performance of this Agreement, they shall be an advocate of CVTD and shall cause no other form of public transportation or services rendered adversely to the efforts and interests of CVTD.
- d) **Findings Confidential.** Any reports, information, data, or documentation, given to or prepared or assembled by the County in the performance of this Agreement which CVTD requests to be kept as confidential shall not be made available to any individual or organization by the County or their employees without the prior written approval of the CVTD.

The County will at all times comply with the Privacy Act of 1974 (Section 552a of U.S.C.A., Title 5), as amended, in regard to the retrieval, storage and disclosure of information assembled under this Agreement.

- e) **Disclaimer of Employee Relationship.** Nothing in this Agreement shall be construed to create an employer-employee relationship between CVTD, or, any party to this Agreement, nor any employee of the County or any personnel providing direct services; and an employer relationship between CVTD and any of the aforementioned parties is hereby disclaimed.
- f) **Compliance with State and/or Federal Agency Cooperative Agreement.** The County agrees to comply with the provisions of CVTD's Cooperative Agreement with the State or Federal Transit Administration specifically as pertaining to the County's or CVTD's role as in the performance of this Agreement in 49 CFR 29, 4220.1f, and/or Grant Master Agreement.

IX. SEVERABILITY:

Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

X. GOVERNING LAW AND JURISDICTION:

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Tom Green County, Texas, unless the

specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting AGENCY.

XI. PARTIES BOUND:

This Interlocal Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

XII. SIGNATURE AUTHORITY:

CVTD and County certify that the person signing this Interlocal Agreement has been properly delegated this Authority.

XIII. WHOLE AGREEMENT:

The General Provisions, Clauses, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

XIV. AMENDMENT:

No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

————— **AGREEMENT** —————

IN WITNESS WHEREOF

The Parties acknowledge that they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

JOSEPH HARRIS

County Judge
Sutton County

Signature

Date

JOHN AUSTIN STOKES

Executive Director
Concho Valley Council of Governments

Signature

Date

RESOLUTION

WHEREAS, The Sutton County Commissioner's Court finds it in the best interest of the citizens of Sutton County, that Operation Lone Star be operated for FY24; and

WHEREAS, The Sutton County Commissioners agrees to provide applicable matching funds for the said project as required by the Operation Lone Star Grant Program grant application; and

WHEREAS, The Sutton County Commissioner's agrees that in the event of loss or misuse of the Office of the Governor funds, The Sutton County Commissioners assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Sutton County Commissioners designates the County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Sutton County Commissioners approves submission of the grant application for the Operation Lone Star Grant FY 2024 to the Office of the Governor.

Signed by:

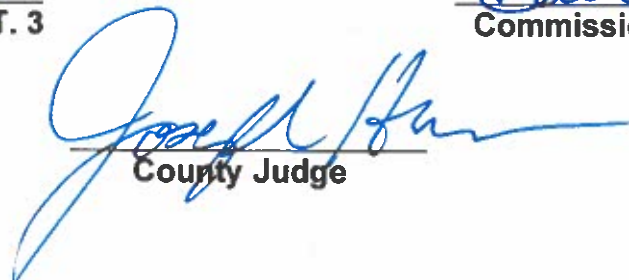
Passed and Approved this 14th (Day) of August (Month), 2023 (Year)


Commissioner, PCT. 1


Commissioner, PCT. 2


Commissioner, PCT. 3


Commissioner, PCT. 4


County Judge

**A RESOLUTION SUPPORTING THE PLANNING AND CONSTRUCTION
OF THE FUTURE INTERSTATE HIGHWAY 27 IN TEXAS.**

WHEREAS, Congress designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System;

WHEREAS, Congress designated the Ports-to-Plains Corridor in Texas and New Mexico as a Future Interstate Highway;

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study (the "Study") provided an estimate of the economic impact of the Future Interstate Highway in Texas that includes \$55.6 billion in increased GDP in Texas, a 76% Return on Investment, and a Cost/Benefit Ratio of 2.4;

WHEREAS, inclusion in the Unified Transportation Plan (UTP) is important to the planning and construction of the future interstate highway because the UTP includes all transportation projects that TxDOT is developing for construction over the next 10 years;

WHEREAS, a portion of the Planning Authority required for an interstate highway is available prior to inclusion in the UTP;

WHEREAS, within the UTP funding is available for Development Authority including Initial Design, Right-of-Way, and Environmental; and

WHEREAS, Federal funding through discretionary grants and appropriations requests will accelerate the development and construction of the Interstate Highway.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF SUTTON COUNTY, TEXAS:

Section 1. That the COMMISSIONER'S COURT OF SUTTON COUNTY urges TxDOT to invest in the development and construction of Future Interstate Highway 27 through pre-UTP Planning Authority, Development Authority within the UTP; and Letting Authority within the UTP.

Section 2. We urge the Federal Congressional Delegation and TxDOT to invest in the development and construction of Future Interstate Highway 27.

Section 3. This resolution to be in full force and effect from and after its passage and approval.

Section 4. If any portion or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

ADOPTED AND APPROVED this 14th day of August, 2023.



Joseph Harris, Sutton County Judge

ATTEST


Pam Thorp, Sutton County Clerk



INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The Concho Valley Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 10 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Sutton County (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Sutton County PSAP(s) located at 401 E. Oak St, Sonora, Texas;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC agrees to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Sutton County and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment monthly and report any failures or maintenance issues immediately to the appropriate maintenance vendor and the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Trouble Tickets will be opened with the appropriate maintenance vendor and reported to the RPC as required by the RPC;

3.6.9 Make NO changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Concho Valley Council of Governments
5430 Link Rd
San Angelo, TX 76904**

The Local Government's address is:

**Sutton County
Attn: Judge Jody Harris
300 E. Oak, Ste 4
Sonora, TX 76950**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an

act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements
Attachment F	PSAP Cybersecurity Policy

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

By:  _____

Printed Name: John Austin Stokes

Title: Executive Director

Date: 7/17/23

Sutton County

By:  _____

Printed Name: Jody Harris

Title: Sutton County Judge

Date: 08/14/2023

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Sutton County Sheriff's Office (PSAP Name), in Sutton County, to be the property of Sutton County, hereinafter referred to as "Owner". *[Provide separately for each PSAP.]*

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attach equipment inventory list.]

Concho Valley Council of Governments

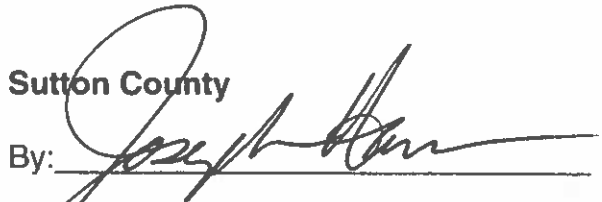
By: 

Printed Name: John Austin Stokes

Title: Executive Director

Date: 7/12/23

Sutton County

By: 

Printed Name: Jody Harris

Title: Sutton County Judge

Date: 08/14/2023

**Attachment B: Page 1
Transfer of Ownership Form**

As stipulated in Article 3 of the Agreement between **Concho Valley Council of Governments** (RPC) and **Sutton County** (Local Government), the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government. Location of equipment to be at **Sutton County Sheriff's Office** County PSAP).

Indicate the appropriate classification: Transfer Disposition Lost

Please provide the following information in as much detail as possible.

9-1-1 CPE Equipment- Viper-Power9-1-1 2 Position Remote
Vendor: Intrado (purchased with CSEC Funds)

Serial Number: 9-1-1 CPE Equipment: See Attached Equipment List	
Acquisition Date: August 2023	Acquisition Cost: \$31,691.46

9-1-1 UPS- Eaton 9PXM
Vendor: WSC/Eaton (purchased with CSEC Funds)

Serial Number: 9-1-1 UPS Equipment: See Attached Equipment List	
Acquisition Date: July 2023	Acquisition Cost: \$15,513.62

9-1-1 Recorder- Power Logging Voice Recorder
Vendor: DSS Corporation (purchased with CSEC Funds)

Serial Number: 9-1-1 Recorder Equipment: See Attached Equipment List	
Acquisition Date: May 26, 2021	Invoice Number: 24977
Acquisition Cost: \$14,627.09	Purchase Order Number: 12312797

**Attachment B: Page 2
Transfer of Ownership Form (continued)**

Action Recommended by: 
John Austin Stokes, Executive Director

Date: 7/12/22

Comments: In compliance with Article 3.2 of this Interlocal Agreement

Approved: Yes No

Proceeds, if any: \$0

Approved by: 
Judge Jody Harris, Sutton County

Date: 08/14/2023

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: 
John Austin Stokes, CVCOC Executive Director

Date: 7/12/22

Attachment C Scope of Work

- New Public Safety Answering Points (PSAPs) cannot be implemented without prior approval by the Commission on State Emergency Communications (CSEC).
- PSAP operating procedures are outlined in the attached *Operating Policies and Procedures* document.
- CVCOG requests the PSAPs submission of the following reports:
 - Form A**; Monthly Reports for PSAP- report documents call volumes, TDD/TTY calls, TDD/TTY test calls, and equipment testing by PSAP.
 - Form B**; 9-1-1 ANI/ALI Problem Report- if needed, daily submission of incorrect caller information and map plotting discrepancies.
 - Form C**; 9-1-1 Report Log documents dates and description of opened trouble tickets, TDD/TTY call testing, and service affecting issues.
 - Form D**; Training Documentation performed by PSAP which will include Sign-In sheet with description of training conducted.
 - Form E**; 9-1-1 Public Education activities conducted by the PSAP.
- CVCOG with PSAP assistance will inventory equipment annually.
- CVCOG requires that the County and/or City insure equipment located within PSAP, as per equipment inventory list provided by CVCOG, and forward a copy of the insurance policy to CVCOG upon request.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

- Form A- Monthly Reports for PSAP
- Form B- 9-1-1 ANI/ALI Problem Report
- Form C- 9-1-1 Report Log
- Form D- Training Documentation performed by PSAP
- Form E- 9-1-1 Public Education activities conducted by the PSAP.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per Month;
2. List of service affecting issues once per Month;
3. Certification of TTY/TDD testing once per Month; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least 2 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

Preventative Maintenance is done every six months at each PSAP.

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation:
<http://csec.texas.gov/statutes>
2. Commission Rules:
<http://www.csec.texas.gov/>
3. Commission Program Policy Statements:
<http://www.csec.texas.gov/9-1-1/documents/program-policy-statements-rev>



CONCHO VALLEY
COUNCIL OF GOVERNMENTS

CVCOG Regional 9-1-1 Call Handling Equipment Cybersecurity Policy

Contents

CVCOG 9-1-1 IT Resource Management and User Responsibilities	1
CVCOG 9-1-1 Cybersecurity Responsibilities Overview	1
Telecommunicator/Dispatcher Cybersecurity Responsibilities Overview	1
Managing Security Risks / Vulnerability Assessments	1
Unique Logins and Passwords / Authentication	1
Assigning Login Credentials	2
Changing Your Password	2
User Password Credential Minimum Requirements	2
Ancillary Software Logins	3
Unauthorized External Hardware, Software and Media	3

CVCOG 9-1-1 IT Resource Management and User Responsibilities

All authorized users share in the responsibility to protect CVCOG 9-1-1's computers, servers, telephones and other IT systems and tools from physical and environmental damage or loss.

CVCOG 9-1-1 Cybersecurity Responsibilities Overview

CVCOG 9-1-1 has a duty and responsibility to provide telecommunicators/dispatchers with a secure IT environment that supports the mission of CVCOG 9-1-1; to safeguard the privacy, confidentiality and reliability of data; to protect and maximize CVCOG 9-1-1's investment in IT resources; and to define the responsibilities and requirements of the use of IT resources within CVCOG 9-1-1 environment. Responsibilities include but are not necessarily limited to:

- Approve access and formally assign custody of an information resource asset;
- Specify data control requirements, based on internal risk assessments
- Verify that controls are in place and compliance is met
- Review access permissions based on security risk assessment
- Provide physical and procedural safeguards for resources

Telecommunicator/Dispatcher Cybersecurity Responsibilities Overview

Telecommunicators/dispatchers have a duty and responsibility to support the cybersecurity mission of CVCOG 9-1-1; to safeguard the privacy, confidentiality and reliability of data; to protect and maximize CVCOG 9-1-1's investment in IT resources; and to abide by the responsibilities and requirements of use of IT resources within CVCOG 9-1-1 environment.

- Ensuring that resources are used safely, appropriately, and only for their designated purpose
- Complying with cybersecurity controls specified by CVCOG 9-1-1

Managing Security Risks / Vulnerability Assessments

A security risk analysis of information resources shall be periodically performed and documented as deemed necessary by CVCOG and/or CSEC. Regular risk assessments will be conducted on information resources deemed necessary for security of the CVCOG 9-1-1 network infrastructure. In addition to normal security monitoring and reviews, CVCOG 9-1-1 may periodically conduct unscheduled vulnerability assessments to test security measures currently in place.

Unique Logins and Passwords / Authentication

All CVCOG 9-1-1 computing systems require a login authentication process, wherein each user is identified and authenticated through a unique user ID and password. Access to the 9-1-1 system

and to applications is based on individual roles; determination of user access levels is the responsibility of the owners of the information or applications being accessed.

Assigning Login Credentials

PSAP supervisors should notify WSC within 1 business day of any change in telecommunicator/dispatcher personnel so that unique login credentials can be activated/deactivated accordingly.

Login usernames and temporary passwords will be assigned by WSC to telecommunicators/dispatchers in the following format.

UN: [site name][####] i.e. concho1779

After this initial change, to either troubleshoot login info or for the assignment of new usernames and temporary passwords in the future, you will need to call WSC or email support@wsc911.com.

Changing Your Password

To change your password, please go to about > change password (pictured below).



The change will take effect the next time you logout, then back in again.

User Password Credential Minimum Requirements

Each dispatcher/telecommunicator should change their temporary password upon initial login to a new alphanumeric password.

Passwords should *at minimum* include the following requirements:

- 8 or more alphanumeric characters
- a capital
- a lowercase
- a number
- and a special character

Passwords are entirely confidential and should never be shared with anyone. Passwords should be difficult to guess. It is *recommended* that passwords be changed at least every 90 days, and stored in a secure place. Please use a unique password not utilized in alternative programs/software.

Ancillary Software Logins

Alternative software credentials such as Equature call recordings, ECaTS call data, and other ancillary 9-1-1 software will be disseminated to supervisors on an as needed basis. These kinds of ancillary software should be accessed on agency owned admin computers outside of the 9-1-1 network computers unless otherwise specified. Login credentials should be safeguarded and disseminated appropriately.

Unauthorized External Hardware, Software and Media

To keep the 9-1-1 network as secure as possible, the CVCOG 9-1-1 network utilizes locked-down computers, hardware, software, firewalls, and a secure private MPLS internet network for services. Thus, opportunities for users to corrupt the 9-1-1 network are limited. However, the introduction of any unauthorized outside hardware, software, or media device, on the user side of the firewall, and into the 9-1-1 call handling computers is strictly prohibited. This includes but is not necessarily limited to the use of:

- unauthorized download, use of programs, or web services, on the 9-1-1 computers
- use of external USB or CD storage devices on the 9-1-1 computers
- use of USB charging of personal/external devices

Although the system should not allow unauthorized internet access, the 9-1-1 network hardware should not be utilized to access any personal accounts, personal email, or any other non-official internet activity or web browsing.

Such unauthorized uses could introduce a vulnerability into the 9-1-1 system

MONTHLY PSAP TESTING REPORT

PSAP NAME:			
DATE:		INDIVIDUAL REPORTING:	

9-1-1 Equipment Testing

Monthly PSAP Testing is due

required monthly 9-1-1 function testing.

INFORMATION ONLY

Category				Findings/Comments
ANI/ALI Display	Automatic Location Identification on 9-1-1 call verifies ANI/ALI Level of Service.	<input type="checkbox"/>	<input type="checkbox"/>	
Wireless Phase I & II Level of Service	Does wireless call come in as WRLS/WPH2 with ANI/ALI? If wireless call is WRLS, retransmit ALI (RTX) to receive WPH2.	<input type="checkbox"/>	<input type="checkbox"/>	
Conferencing Functionality	On a 9-1-1 call, click Transfer button, enter 10-digit TN to conference (up to 8 calls).	<input type="checkbox"/>	<input type="checkbox"/>	
Language Line	Direct dial/transfer with account number & access code.	<input type="checkbox"/>	<input type="checkbox"/>	
Poison Control	Direct dial/transfer with 10-digit number displayed.	<input type="checkbox"/>	<input type="checkbox"/>	
Abandoned 9-1-1 Call	9-1-1 caller hangs up prior to answer. Abandoned call with audible warning. Call-back by double-clicking in list.	<input type="checkbox"/>	<input type="checkbox"/>	
Network Functionality	Intercom will test connectivity to other agencies via MPLS network. Right-click Intercom to choose agency.	<input type="checkbox"/>	<input type="checkbox"/>	
TDD/TTY compatible equipment	Test the CPE functionality TTY	<input type="checkbox"/>	<input type="checkbox"/>	
Stand-alone TDD	Accessible and tested? Use an admin handset to place a 9-1-1 TDD/TTY call.	<input type="checkbox"/>	<input type="checkbox"/>	
Map Display	Does call plot on map? Are you able to search map by road name, address and coordinates?	<input type="checkbox"/>	<input type="checkbox"/>	
Pictometry	Right-click map location to view available Pictometry imagery.	<input type="checkbox"/>	<input type="checkbox"/>	
Alternate Route (Previously Make-busy)	Logoff all positions (DND SNOM at Kimble, Mason). Place test call. No alternate route at SAEOC (N/A).	<input type="checkbox"/>	<input type="checkbox"/>	List alternate route reached.
Abandonment Route	Contact WSC. Request abandonment route in CMP. Place test call. No abandonment route at SAEOC (N/A).	<input type="checkbox"/>	<input type="checkbox"/>	List abandonment route reached.
Busy-out Rollover	Busy out test calls. Next call should rollover to alternate location.	<input type="checkbox"/>	<input type="checkbox"/>	List busy-out location reached.
Ring No Answer	An unanswered 9-1-1 call should represent itself to the alternate route.	<input type="checkbox"/>	<input type="checkbox"/>	
SNOM/IP phone	Test functionality at SAEOC, Kimble, Mason. Answer 9-1-1 on SNOM, transfer to position. (N/A for all other sites)	<input type="checkbox"/>	<input type="checkbox"/>	
Text to 9-1-1	Test text must originate from county being tested. Transfers are preconfigured; select an agency via drop-down to transfer (#T).	<input type="checkbox"/>	<input type="checkbox"/>	
Recorder	Verify recordings of 9-1-1 calls are accessible to all agents via Power911 playback & to Supervisor via Live Recall.	<input type="checkbox"/>	<input type="checkbox"/>	
Facility Generator	Please list date of last facility generator test and contact name and number of your facility generator service provider.	<input type="checkbox"/>	<input type="checkbox"/>	List last test date & contact info for service.

Monthly PSAP Testing is due by the 5th day of each month. Submission of this report is acknowledgment that required monthly testing has been completed. All 9-1-1 findings have been reported to WSC Technical Support at 1-888-414-2738. All recorder issues have been reported to Equature directly at 888-305-3428.

Date of Call	Time of Call	Operator

Problem (check one):

- Record Not Found
 Incorrect Address
 Misroute, Send To: _____
 Other: _____
 Map not correct

Phone type (check one):

- Business or Residential
 Wireless
 VoIP

Information Displayed:

TELEPHONE NUMBER (ANI)	
NAME	
ADDRESS (ALI)	
SAMPLE	
CITY/COMMUNITY	
LOCATION	
WIRELESS/VoIP CALL-BACK NUMBER	
TRUNK #	ESN:

Correct Information As Obtained by Caller:

TELEPHONE NUMBER (ANI)
NAME
ADDRESS (ALI)
CITY/COMMUNITY
LOCATION
PSAP COMMENTS:

For Wireless/VoIP Calls, Please Complete the Additional Information:

WIRELESS/VoIP SERVICE PROVIDER:
EXACT LOCATION OF WIRELESS/VoIP CALLER:

For Addressing Coordinator Use:

DATE RECEIVED:	CORRECT INFORMATION:
DATE ENTERED:	ADDRESS:
TRANSACTION NUMBER:	COMMUNITY:
NOTES:	ESN
	EXCHANGE

TRAINING



TYPE of TRAINING: Enter Title Of Training Held

PSAP: Name of PSAP

DATE: Date of Training

TRAINER: Name of Trainer

Session: Session-4 hr. 8:30 AM - 12:30 PM

NAME: *Please Print* **Agency:**

Lined area for handwritten entries, including a large diagonal watermark that reads 'SAMPLE'.

Request TCOLE Credits (circle one) YES NO

Form D: Training Sign-In Sheet. Forward 1 copy to CVCOG via email or fax along with an outline or description of training. Updated May 2015

Operating Policies and Procedures

OVERVIEW

Policies and procedures for PSAP/s in the Concho Valley Council of Governments 9-1-1 Region which include the following counties: Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties.

OBJECTIVES

- To negotiate any emergency call accordingly.
- To determine as quickly as possible, the nature of the emergency.
- To properly handle or direct the call to the appropriate responding agency.
- To proficiently operate all equipment related to the 9-1-1 system.

FOR PROBLEMS WITH EQUIPMENT

WEST CPE EQUIPMENT – Mapping or Call answering Equipment. WSC, 1-888-414-2738

- Indicate that you are reporting trouble for a 9-1-1 system.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

REQUEST FOR CALLING NUMBER-INTRADO – 1-855-820-8109

If you have NO ALI information available:

- Identify you are a 9-1-1 agency and are requesting a Calling Number Address.
- Provide your name and title.
- Provide the name and address of your PSAP.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Document trouble ticket # on *Form C Report Log*.

CALL TRACE

Frontier 1-877-245-3511 ♦ Centex 1-800-535-8904 ♦ Hill Country 1-800-292-5457

- Identify you are a 9-1-1 agency and are requesting a Call Trace.
- Provide your name and address of your PSAP.
- Provide your callback number.
- Provide the TIME, DATE, and TELEPHONE NUMBER of the 9-1-1 call.

RECORDER SUPPORT & MAINTENANCE

Equature 1-888-305-3428

- Indicate that you are reporting trouble for a 9-1-1 recorder.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

Concho Valley Council of Governments (CVCOG)

Office #: 325-944-9666

Inventory - COG Name	PSM Name	Inventory Item	Hardware Type	Inventory - Description	Inventory - Manufacturer	Manufacturer Part	Serial	Installed	Status	Location	COG Tag
CXC06	Sation Co	9459 Monitor	19in LCD Monitor	19in LCD Monitor	NEC	90UMB3101701000L	561206597A	2/5/2016	In Use	On Site	
CXC06	Sation Co	1564 Monitor	27in LCD Monitor	27in LCD Monitor	Aust	90UMB3101701000L	604MT17613	1/21/2019	In Use	On Site	
CXC06	Sation Co	1564 Monitor	27in LCD Monitor	27in LCD Monitor	Aust	90UMB3101701000L	604MT17613	12/11/2018	In Use	On Site	
CXC06	Sation Co	1598 Hard Drive	7TB External Hard Drive	7TB External Hard Drive	Western Digital	WDBUE9020984-C8	W8162ABC668	6/16/2019	In Use	On Site	
CXC06	Sation Co	3333 48V Rectifier Module	48V Rectifier Module	48V Rectifier Module	NEWKAB		111110188	10/29/2008	In Use	On Site	
CXC06	Sation Co	3817 48V Rectifier Module	48V Rectifier Module	48V Rectifier Module	NEWKAB		111110188	4/13/2012	In Use	On Site	
CXC06	Sation Co	3351 48V Rectifier Shelf	48V Rectifier Shelf	48V Rectifier Shelf	NEWKAB		W8C-3351	10/29/2008	In Use	On Site	
CXC06	Sation Co	10675 Modem	56k Fax Modem	56k Fax Modem	US Robotics	1844431/19 V04	340L442117	9/13/2014	In Use	On Site	
CXC06	Sation Co	13919 Router	9-1-1 Backup Network Router	9-1-1 Backup Network Router	Cisco	PWR-4430-AC-V02	112213400Y	9/13/2014	In Use	On Site	
CXC06	Sation Co	13921 Power Supply	AC Power Supply	AC Power Supply	Cisco	PWR-4430-AC-V02	112115013Z	9/13/2014	In Use	On Site	
CXC06	Sation Co	13922 Power Supply	AC Power Supply	AC Power Supply	Cisco	PWR-4430-AC-V02	1172037Y0L	10/29/2008	In Use	On Site	
CXC06	Sation Co	3342 VGP Gateway - AIM	AIM Card	AIM/CD Gateway Shelf	Portion		0738677	10/29/2008	In Use	On Site	
CXC06	Sation Co	13272 Mobile Hotspot 4G	Mobile Hotspot	Mobile Hotspot	Netgear	91280D	60293150	9/13/2014	In Use	On Site	
CXC06	Sation Co	14095 Surge Protector	Surge Protector	Surge Protector	1-com	50M138M1P60DC1	W8C-14095	9/13/2014	In Use	On Site	
CXC06	Sation Co	19521 External RAID Enclosure	External RAID HDD Enclosure	External RAID HDD	SanDisk	MR32U16G21020D060	602400714	9/13/2014	In Use	On Site	
CXC06	Sation Co	19518 Router	Ethernet Switch (24 Port)	Ethernet Switch (24 Port)	Cisco	WS-C2960S-24TS-L-V05	F0C1837W52J	7/29/2021	In Use	On Site	
CXC06	Sation Co	9901 Ethernet Switch	Ethernet Switch (24 Port)	Ethernet Switch (24 Port)	Cisco	WS-C2960S-24TS-L-V05	F8C1835W1AZ	2/8/2016	In Use	On Site	
CXC06	Sation Co	19386 Ethernet Switch	Ethernet Switch (16 Port)	Ethernet Switch (16 Port)	Ubiquiti	1851G1-8E-2R36E412-7N7A56	F8C1835W1AZ	2/8/2016	In Use	On Site	
CXC06	Sation Co	37233 Firewall	Firewall Appliance (10 Port) - Recorder	Firewall Appliance (10 Port) - Recorder	Genomotion Inc.		94BC0893566D	10/23/2026	In Use	On Site	
CXC06	Sation Co	15923 Decomission Tempid	Generation tempid - USB	Generation tempid - USB	IO DATA	CP34US08M0119139C	A1E9-058BA-0182	3/16/2016	In Use	On Site	
CXC06	Sation Co	9441 EVM	VM - 4-Port DV	VM - 4-Port DV	HP	NIM-ESJ-4	890234420W	9/13/2018	In Use	On Site	
CXC06	Sation Co	12920 Network Interface Module	Network Interface Module	Network Interface Module	HP		890230093	2/8/2016	In Use	On Site	
CXC06	Sation Co	9425 Printer	Network Printer - LaserJet Pro 400	Network Printer - LaserJet Pro 400	HP		53180117	12/11/2018	In Use	On Site	
CXC06	Sation Co	15883 Satellite Box	Satellite Box	Satellite Box	Intrado	2290000081-401	2290000081-401	12/11/2018	In Use	On Site	
CXC06	Sation Co	15883 Satellite Box	Satellite Box	Satellite Box	Intrado	2290000081-401	2290000081-401	12/11/2018	In Use	On Site	
CXC06	Sation Co	9899 Server - Aus	Server - AUS	Server - AUS	HP	CP904UCABA	2105252GQ	3/10/2016	In Use	On Site	
CXC06	Sation Co	15880 Sonic Box	Sonic Box - G2	Sonic Box - G2	Intrado	2290000080-402	5191000180	12/11/2018	In Use	On Site	
CXC06	Sation Co	15882 Sonic Box	Sonic Box - G2	Sonic Box - G2	Intrado	2290000080-402	5191000180	12/11/2018	In Use	On Site	
CXC06	Sation Co	10623 Router - WAH	T1 Router	T1 Router	Cisco	CISCO1041	1131232W07	9/13/2013	In Use	On Site	
CXC06	Sation Co	21139 UPS - 9PRM1	UPS - 4-200VA (9PRM1)	UPS - 4-200VA (9PRM1)	Eaton Powerware	9PRM008AA0XX	8F0P016309	9/13/2013	In Use	On Site	
CXC06	Sation Co	21221 UPS - Internal Battery Pack	UPS - Battery Pack (9PRM1)	UPS - Battery Pack (9PRM1)	Eaton Powerware	P-1030027954	8502471053	9/13/2013	In Use	On Site	
CXC06	Sation Co	21222 UPS - Internal Battery Pack	UPS - Battery Pack (9PRM1)	UPS - Battery Pack (9PRM1)	Eaton Powerware	P-1030027954	8846411353	9/13/2013	In Use	On Site	
CXC06	Sation Co	21223 UPS - Internal Battery Pack	UPS - Battery Pack (9PRM1)	UPS - Battery Pack (9PRM1)	Eaton Powerware	P-1030027954	8502471003	9/13/2013	In Use	On Site	
CXC06	Sation Co	21224 UPS - Internal Battery Pack	UPS - Battery Pack (9PRM1)	UPS - Battery Pack (9PRM1)	Eaton Powerware	P-1030027954	8502471003	9/13/2013	In Use	On Site	
CXC06	Sation Co	21185 UPS - Environmental Monitoring Probe-gen 2	UPS - Environmental Monitoring Probe-gen 2	UPS - Environmental Monitoring Probe-gen 2	Eaton Powerware	744-4A026	861384262D	9/13/2013	In Use	On Site	
CXC06	Sation Co	21173 UPS - Network-445 Card	UPS - Network Card-42	UPS - Network Card-42	Eaton Powerware	744-4A3983	8212M4417C	9/13/2013	In Use	On Site	
CXC06	Sation Co	21161 UPS - Soft Phase Power Module	UPS - Soft Phase Power Module (9PRM1)	UPS - Soft Phase Power Module (9PRM1)	Eaton Powerware	730-06185	4286M4134	9/13/2013	In Use	On Site	
CXC06	Sation Co	21189 UPS - Automatic Transfer Switch	UPS - Transfer Switch (9PRM1)	UPS - Transfer Switch (9PRM1)	Eaton Powerware	P-103002142	844120005	9/13/2018	In Use	On Site	
CXC06	Sation Co	13754 Wireless Antenna	Wireless Antenna	Wireless Antenna	Wilson Electronics	W3534UCABA	W3534UCABA	12/11/2018	In Use	On Site	
CXC06	Sation Co	15821 Workstation - PC	Workstation - PC	Workstation - PC	HP		W3534UCABA	12/11/2018	In Use	On Site	
CXC06	Sation Co	21532 Monitor	27in LCD Monitor	27in LCD Monitor	HP		M1X9061XMF	12/11/2018	In Use	On Site	
CXC06	Sation Co	21534 Monitor	27in LCD Monitor	27in LCD Monitor	HP		W3534UCABA	12/11/2018	In Use	On Site	
CXC06	Sation Co	21534 Viper Gateway - AIM	AIM Card - G3	AIM Card - G3	Intrado		523480116	Waiting to be installed	WASC Office		
CXC06	Sation Co	21175 Serial Hub	DVI - D-Sub Male/Serial Hub DB9M (8 Port)	DVI - D-Sub Male/Serial Hub DB9M (8 Port)	Control	CP300-24T-4G-E-V03	F0C282924P8	Waiting to be installed	WASC Office		
CXC06	Sation Co	21518 Ethernet Switch	Ethernet Switch (24 Port) - Stacking	Ethernet Switch (24 Port) - Stacking	Cisco	CP300-24T-4G-E-V03	F0C282924P8	Waiting to be installed	WASC Office		
CXC06	Sation Co	21519 Ethernet Switch	Ethernet Switch (24 Port) - Stacking	Ethernet Switch (24 Port) - Stacking	Cisco	CP300-24T-4G-E-V03	F0C282924P8	Waiting to be installed	WASC Office		
CXC06	Sation Co	21525 External Drive	External DVD-RW/DVD Drive	External DVD-RW/DVD Drive	DELL	DMV177	762-04V	Waiting to be installed	WASC Office		
CXC06	Sation Co	21524 Workstation - Laptop	EVM - Laptop	EVM - Laptop	StarTech	C8B0053	W8C-21526	Waiting to be installed	WASC Office		
CXC06	Sation Co	21526 HWI	Network Printer - Color / Laser	Network Printer - Color / Laser	HP		100N006970MC	Waiting to be installed	WASC Office		
CXC06	Sation Co	21520 Printer	Power Card - G3	Power Card - G3	Intrado		523480116	Waiting to be installed	WASC Office		
CXC06	Sation Co	20629 Router	Router	Router	Intrado	1544331/19 V08	FLM6262510PM	Waiting to be installed	WASC Office		
CXC06	Sation Co	21530 Satellite Box	Satellite Box	Satellite Box	Intrado	2200000081-401	52330793	Waiting to be installed	WASC Office		
CXC06	Sation Co	21532 Satellite Box	Satellite Box	Satellite Box	Intrado	2200000081-401	52230762	Waiting to be installed	WASC Office		
CXC06	Sation Co	21533 Server - Aus	Server - AU/Hot	Server - AU/Hot	DELL	0811313	523300029	Waiting to be installed	WASC Office		
CXC06	Sation Co	21529 Sonic Box	Sonic Box - G3	Sonic Box - G3	Intrado	2200000084-401	523300158	Waiting to be installed	WASC Office		
CXC06	Sation Co	21531 Sonic Box	Sonic Box - G3	Sonic Box - G3	Intrado	2200000084-401	523300938	Waiting to be installed	WASC Office		
CXC06	Sation Co	21533 Viper Gateway - Chassis G3	Viper Gateway - Chassis G3	Viper Gateway - Chassis G3	DELL		GHV9J3	Waiting to be installed	WASC Office		
CXC06	Sation Co	21531 Workstation - PC	Workstation - PC	Workstation - PC	DELL		GHV9J3	Waiting to be installed	WASC Office		
CXC06	Sation Co	21532 Workstation - PC	Workstation - PC	Workstation - PC	DELL		GHV9J3	Waiting to be installed	WASC Office		

INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION INFORMATION MAINTENANCE SERVICES and STREET/ROAD SIGN REPLACEMENT

Article 1: Parties & Purpose

1.1 The **Concho Valley Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **10** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Sutton County** (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic location information (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC agrees to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Sutton County** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Nondiscrimination and Equal Opportunity

8.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

9.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

9.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

9.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually

designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

9.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

9.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 10: Suspension for Unavailability of Funds

10.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 11: Notice to Parties

11.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

11.2 The RPC's address is:

**Concho Valley Council of Governments
5430 Link Rd
San Angelo, Texas 76904**

The Local Government's address is:

**Sutton County
Attn: Judge Jody Harris
300 E Oak, Ste 4
Sonora, TX 76950**

11.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term

12.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

12.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

12.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 13: Force Majeure

13.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 14: Confidentiality

14.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

14.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 15: Indemnification

15.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 16. Historically Underutilized Business Requirements

16.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 17: Miscellaneous

17.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

17.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

17.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

17.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

17.5 The following Attachments are part of this Agreement:

- Attachment A Ownership Agreement/Transfer of Ownership Form
- Attachment B Scope of Work
- Attachment C Commission Documents – Legislation, Rules and Program Policy Statements

17.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

17.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

Sutton County

BY: 

BY: 

Printed Name: **John Austin Stokes**

Printed Name: **Jody Harris**

Title: **Executive Director**

Title: **Sutton County Judge**

Date: **7/17/23**

Date: **08/14/2023**

**Attachment A
Ownership Agreement/Transfer of Ownership**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Sutton County, in Sutton County, to be the property of Sutton County, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Concho Valley Council of Governments

Sutton County

BY: 

BY: 

Printed Name: John Austin Stokes

Printed Name: Jody Harris

Title: Executive Director

Title: Sutton County Judge

Date: 7/17/23

Date: 08/14/2023

Sign Machine: Roland GS-33

Acer E5-511-P51E

Serial Number: KCA1898

NXMNYAA0014232946234400

Acquisition Date: September 2015

Cost: \$1855.99

\$259.24

Location: Sutton County PSAP

Condition: Good

Please indicate location and condition of the above listed Sign Machine.

Attachment B Scope of Work

The County agrees to maintain and assign addresses which will be used in the RPCs 9-1-1 database.

Concho Valley Council of Governments will reimburse the County for the purchase of supplies necessary for performance of the deliverables per this Agreement. As per **Article 10: Suspension for Unavailability of Funds, CVCOG will reimburse the County if funds are available.**

Street/Road Sign Replacement: The County will provide an itemized **cost share** for the replacement of existing street signs located in the unincorporated areas of the county to be submitted with request for reimbursement.

Attachment C Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation:
<http://csec.texas.gov/statutes>
2. Commission Rules:
<http://www.csec.texas.gov/>
3. Commission Program Policy Statements:
<http://www.csec.texas.gov/9-1-1/documents/program-policy-statements-rev>

Stribling-Probandt Appraisals, LLC
Real Estate Appraisers & Consultants
502 South Koenigheim, Suite 3B
San Angelo, Texas 76903
(325) 658-2773

Robert W. Stribling, MAI
Victor R. Probandt, ARA
Charmaine Smith

August 9, 2023

L. Dakota Armbruster
Stephen Heimbecker, Trainee

Judge Harris
PO Box 395
Sonora, Texas 76950

Dear Commissioner Bloodworth:

This letter will serve as my agreement with Sutton County to provide appraisal reports for the following properties located in Sutton County, Texas, and identified as follows:

Tract	Description of Property
A	3.62 acres owned by Chi Ross Partnership per survey prepared by Lemuel T. Sinclair on November 9, 2007
B	0.556 acres owned by Joe David Ross as depicted on preliminary survey sketch prepared by SKG Engineering on May 5, 2023
C	10.179 acres owned by JDR-SCR Family LP as shown on preliminary survey sketch prepared by SKG Engineering on May 5, 2023
D	1.16 acres owned by Sutton County. The 1.16 acres was estimated and hand drawn by Sutton County on a survey sketch prepared by Bushong Land Surveying on May 27, 1980.

Based upon furnished information, attached is a visual depiction of each of the four tracts.

The property rights appraised in Tracts A and B will fee simple estate, subject to easements to be granted to The Bank & Trust and to JDR-SCR Family LP for ingress and egress.

The property interests appraised in Tracts C and D will be fee simple. Tracts C and D are not marketable as separate tracts because they do not have public access. Therefore, the only likely purchaser of either Tract C or D would be the adjacent landowners.

The adjacent landowner to the south of Tract C is Sutton County. Per survey prepared by Bushong Land Surveying, Sutton County owns 28.28 acres of land. After deducting the proposed 1.16 acres to be acquired by the Ross Family, Sutton County would own about 27.12 acres to the south of Tract C. Therefore, to value Tract C, I will combine Tract C with the County owned acreage to the south to arrive at a total tract size of 37.299 acres (27.12 acres + 10.179 acres). This larger tract would be marketable with frontage and access along North Crockett Avenue. The unit market value estimate for the larger 37.299 acre tract will then be applied to Tract C to arrive at the total market value estimate.

The value of Tract D will be estimated in a similar fashion. Tract D does not have public access and is not marketable to the general real estate market as an individual tract. Tract D does have value to the adjacent landowner, which is the Ross Family or JDR-SCR Family LP. Tract D will be combined with the adjacent land to create a marketable tract with public access from North Crockett Avenue and frontage along the State Loop 467 overpass and Interstate 10. The estimated unit market value of the larger tract will then be applied to Tract D to arrive at the total market value estimate.

Please provide any additional information Sutton County has regarding the subject tracts, i.e., engineering, reports, environmental reports, etc.

Sutton County will be my client and the intended users of the reports will be Sutton County and the Ross Family. The purpose of the reports will be to estimate the fee simple (subject to recorded and proposed easements) market values, real estate only. No business value or FF&E will be included. The intended use of the reports will be to assist Sutton County in making business decisions concerning the subject property.

The appraisals will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The appraisal reports will be prepared for compliance with Standard Rule 2-2(a) of USPAP. As such, the reports will summarize the data, reasoning, and analyses that were utilized in the Appraisal Process to develop my opinion of value. Some of the supporting documentation concerning the data, reasoning, and analyses will be retained in my file.

The report completion date will be five weeks from acceptance of this engagement letter by Sutton County. The total appraisal fee will be \$8,500, payable at the time of report completion and delivery. I will email the reports to you. Please let me know if you would like a hard copy of the reports mailed to you.

If the above fairly states your understanding of this appraisal, please signify by signing below on the space provided and email back to me.

I look forward to working on this assignment with you.

Sincerely,

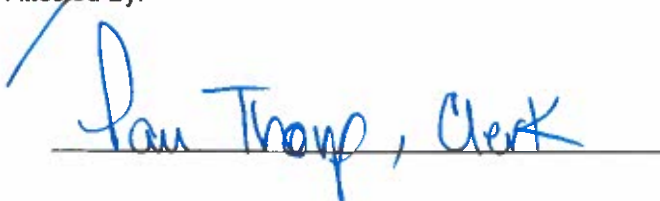


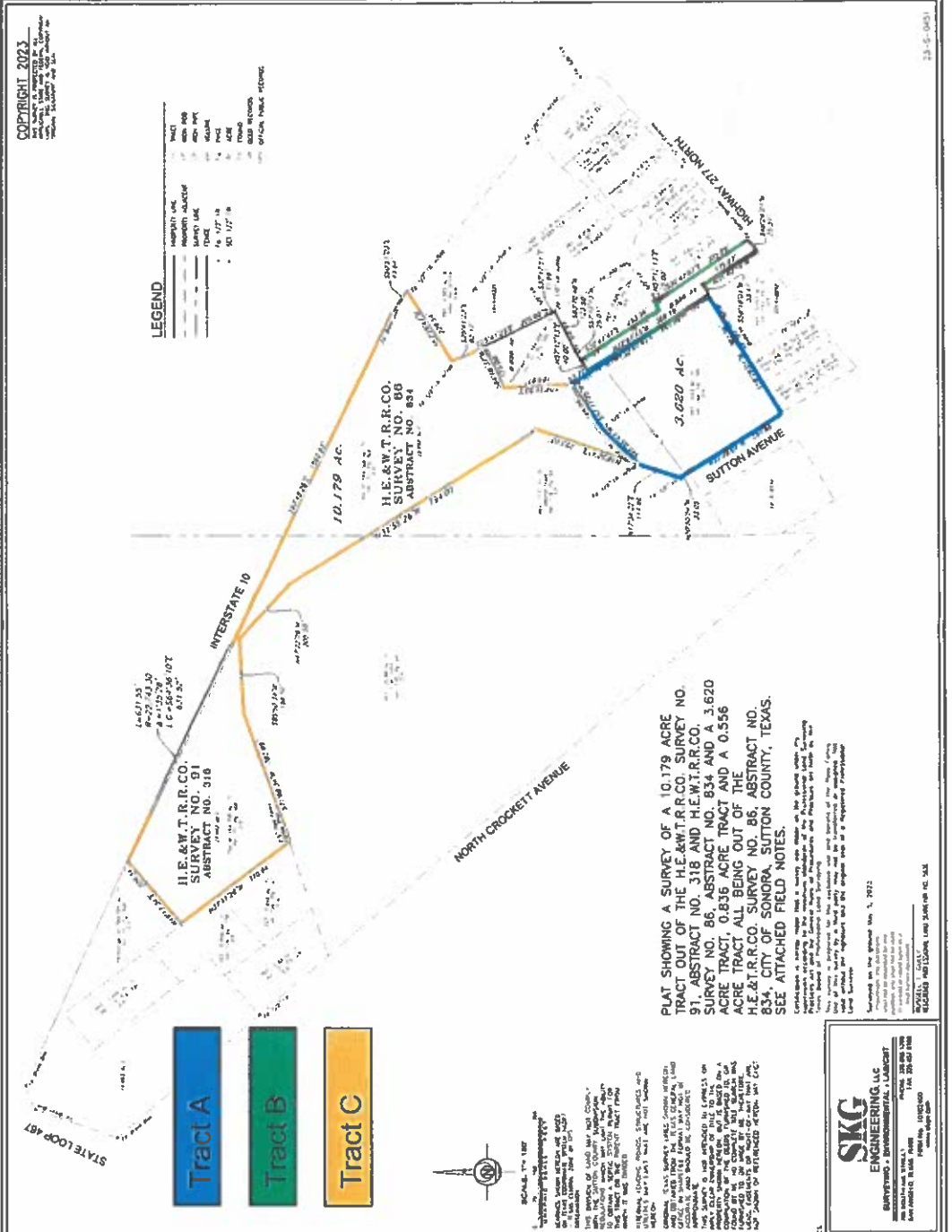
Robert W. Stribling, MAI

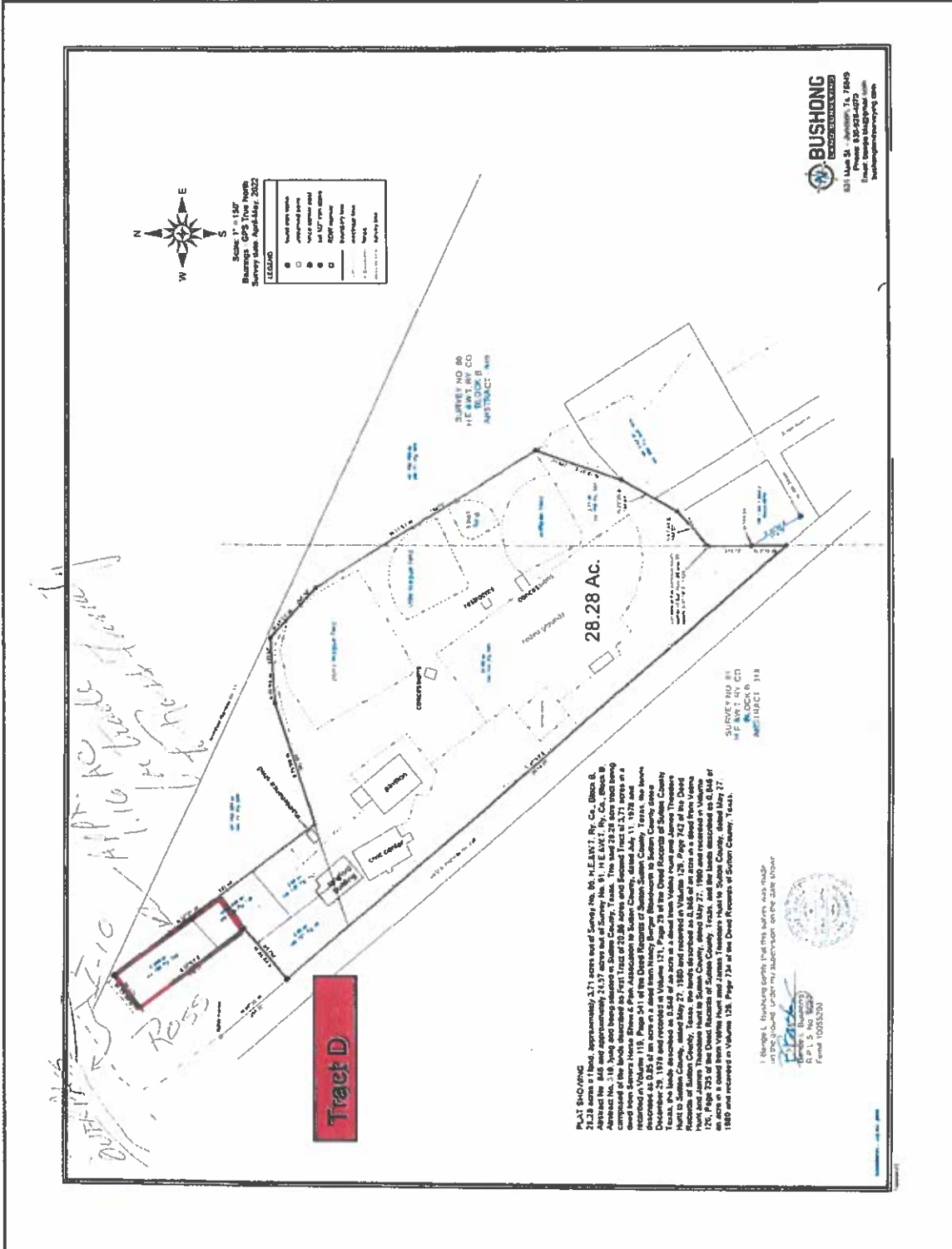
AGREED TO AND ACCEPTED:

As of August 14, 2023

By: 
Joseph Harris

Attested By:

Jan Thompson, Clerk





Handwritten notes:
 116
 110
 109
 108
 107
 106
 105
 104
 103
 102
 101
 100
 99
 98
 97
 96
 95
 94
 93
 92
 91
 90
 89
 88
 87
 86
 85
 84
 83
 82
 81
 80
 79
 78
 77
 76
 75
 74
 73
 72
 71
 70
 69
 68
 67
 66
 65
 64
 63
 62
 61
 60
 59
 58
 57
 56
 55
 54
 53
 52
 51
 50
 49
 48
 47
 46
 45
 44
 43
 42
 41
 40
 39
 38
 37
 36
 35
 34
 33
 32
 31
 30
 29
 28
 27
 26
 25
 24
 23
 22
 21
 20
 19
 18
 17
 16
 15
 14
 13
 12
 11
 10
 9
 8
 7
 6
 5
 4
 3
 2
 1
 0

Tract D

BUSHONG
 SURVEY NO. 88
 BLOCK B
 ABSTRACT: 888

SURVEY NO. 88
 BLOCK B
 ABSTRACT: 318

George L. Bushong certifies that this plat was made
 in the sound and correct judgment on the date shown
 hereon.
 G. L. Bushong
 R.P.L.S. No. 5007
 Form 1055(3/70)



Cost Per Image Agreement

Total Office Solution of West Texas
1601 N. Lee Odessa, Texas 79761

Agreement #		CUSTOMER #		SC43-006
Full Legal Name Sutton County Judge				
Billing Address		City	State	Zip
300 E Oak St.		Sonora	TX	76950

TERMS AND CONDITIONS · PLEASE READ CAREFULLY BEFORE SIGNING

Program Summary (Equipment & Pricing Listed in Attached Cost Per Image Schedule A)

Contract Billing Frequency:

Monthly Quarterly
with Excess Per Image Charge by Serial #

or

Annual Pooled Agreement by Model (Total of 10 Units or greater)

Install Address if different from above 300 E Oak St., Sonora, TX 76950

SERVICES OFFERED: We agree to provide OEM toner cartridges, along with data collection service, supplies management, proactive service error monitoring, help desk support, service Break/Fix, and quarterly environment reporting under this Cost Per Image Agreement. Further information on the Service Management details are on attached to this document. Existing equipment, along with Cost Per Image pricing, is listed in Cost Per Image Schedule A. A Fit For Service Evaluation will be performed on all equipment after 30 days of monitoring has been completed, equipment not meeting the Fit For Service criteria will appear on the attached schedule C. (see attached service level agreement)

IMAGE CHARGES: Payments are due monthly, beginning the date the Agreement is initiated (as noted by the Agreement date below) or any later date designated by Us (see "Transitional Billing" section below) and continuing on the same day of each following month until fully paid. You are entitled to make the total number of images reflected in the Monthly Image Allowance shown on in Cost Per Image Schedule A each month (if consolidated), or the monthly amount Image Allowance Per Machine or Group (if not consolidated). If You use more than the applicable Allowance(s) in any month, You agree to pay us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. You agree that We may proportionally increase Your Per Image Charges at any time if Our estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Payment and the Excess Per Image Charge by amounts determined in Our discretion, but not to exceed ten percent (10%) of the then current payment and/or charge in each year.

TRANSITIONAL BILLING: If We designate as the Agreement commencement date or effective date a date which is later than the date the Agreement is/was initiated (as noted by the Agreement Date below), then You shall pay Us an interim payment for each day, from the date the Agreement is/was initiated until the commencement date, equal to the minimum monthly payment divided by 30. If this Cost Per Image Agreement has no minimum monthly amount (as designated in Cost Per Image Schedule A), we will bill you for actual pages printed from the Agreement initiation date until the designated commencement date.

GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION: This Agreement and each Schedule shall be governed by the laws of the State of Texas. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN TEXAS. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT OF A TRIAL BY JURY.

LATE FEES: If any amount payable to Us is not paid when due, you agree to pay us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-five (\$25.00) dollars; or 2) the highest lawful charge, whichever is less.

AGREEMENT PERIOD: This agreement is for a period of 12 months from the date of signature and is cancelable by either party with thirty days written notice after the first year of contract. Contract will automatically renew if not canceled 30 days prior to 12 months after start date. PLEASE NOTE: Discounts associated with this program can only be guaranteed for the length of this original agreement. Minimum agreement length is 12 months.

This agreement is subject to the terms and conditions printed on this side, on the reverse side, attached Cost Per Image Schedule A, and all of which pertain to this agreement and which you acknowledge having read. This agreement is not binding until accepted by us. You certify all actions required to authorize execution of this agreement, including your authority, having been fulfilled.

- I. **Service Level Agreement:** The charges stated in the Agreement include Coverage for maintenance (from 8 a.m. to 5 p.m. local time, except weekends and holidays ("Regular Service Hours"), inspection, adjustment and parts replacement for proper operation, and toner for Equipment (on Cost Per Image Schedule A). You must purchase paper and staples separately. Toner and Consumables (i.e. Maintenance Kits, Fusers, etc ...) will be provided for production of pages, up to 5% coverage on mono devices, and 20% total additive page coverage on color pages. Supplies required for production in excess of the 5% (mono) and 20% (color) page coverage will be invoiced separately.
- A. **Equipment Eligible for Coverage.** All equipment capable of using Our supplied toner and consumables must be included in Cost Per Image Schedule A.
 - B. **Fit For Service.** After the first 30 days of monitoring Your Equipment, a Fit For Service Evaluation will be performed on Your Equipment to insure it meets specifications for supply levels and serviceability. The evaluation includes but is not limited to, Equipment Life Utilization Meter, Serial number integrity, error messages and supply levels verification. Any Equipment that does not qualify as Fit For Service will be treated as a Time and Materials service call when service is required, until the issue is resolved. The equipment that does not qualify will also be listed on schedule C.
 - C. **Beginning Supply Levels.** Toner and Consumables levels should be at 25% level or higher to begin the Program. On any devices below that level, you will need to provide the supply item from your own existing inventory, or purchase outright. Supplies or service for this equipment will not be provided at no charge until the toner and consumables are brought to the appropriate levels.
 - D. **Definition of Services Provided.** We agree to perform only those break/ fix repairs involving worn Equipment components that have failed during ordinary use of the Equipment under normal operating conditions (trays, covers, accessories, glass parts and Power Cords are not covered). This agreement does not include labor to replace "operator replaceable" non-toner consumables, as determined by the manufacturer. This agreement does not include labor to go onsite to make a part determination when the operator refuses to participate in the effort to properly TRIAGE the device to make parts determinations. This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water, power surges or natural disasters. We reserve the right to replace any device with an equal or like model at our discretion should the repair of a covered device be deemed as not cost effective. The device replaced becomes Our Property and the device installed becomes Your Property. This agreement does not cover Machine installation, network setup or features and parts not supplied by the original manufacturer.
 - E. **Response Time.** We will respond to all calls for service During ("Regular Service Hours"), within 8 (eight) business hours. Customers may call our dispatch center 8:00AM to 5:00 PM Central Time or log on to My Printer Manager.com 24 hours a day, 7 Days a week to enter a service request. Requests for services outside of Regular Service Hours will be provided on a best effort basis at one and one half times the prevailing time and materials hourly rate. Such charges for services outside of Regular Service Hours are in addition to the prepaid Minimum Monthly Payment.
 - F. **Proactive service error monitoring.** As WE will be Proactively monitoring Your printing environment You agree to provide contact information (name and phone number) for a person at the Equipment site to be contacted if WE detect an error, in an effort to correct the error. If the attempt to resolve the error is unsuccessful, we will dispatch a qualified technician to correct the error.
 - G. **Access to Equipment.** We shall have the right to access Your site and any other of Your premises that may house Equipment upon reasonable notice for access with Your supervision during regular work hours. We reserve the right to invoice You at Our prevailing time and material hourly rate, separate from the Minimum Monthly Payment, when access to the Equipment is denied for greater than fifteen (15) minutes, when You initiated the request for service. We shall apply an estimated monthly page volume to any and all Equipment that cannot be accessed for page count recording purposes.
 - H. **Authorized Maintenance Providers.** We, at Our discretion, may authorize Our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Equipment. In cases where We manage Your third-party service agreement on your behalf, then all sums currently due under that agreement must be paid in full before We will assume any obligation or responsibility.
 - I. **Repair Responsibility.** Our responsibility ceases if persons make repairs to the Equipment other than Our authorized representative or subcontractor. It also ceases if competitive supplies are used, or if the damage occurs as a result of Your abuse or improper handling.
 - J. **Additional Equipment and Right of Inspection.** You shall notify Us promptly upon installing any additional equipment ("Additional Equipment") at Your site capable of using Our supplied toner and ink consumables. Equipment installed subsequent to the date of this Agreement will be evaluated by Us, and included in, or excluded from, this Agreement at the sole discretion of Us.

Additional Equipment deemed included in the Agreement by Us shall be added to Cost Per Image Schedule A and will automatically be covered by and considered Equipment under the terms of this Agreement. Billings or surcharges for Additional Equipment output will be reflected in the billing cycle immediately following the billing cycle in which the Additional Equipment is installed. If You add Additional Equipment the Minimum Monthly Payment may be adjusted accordingly at Our sole discretion.

If any such Additional Equipment is used equipment, You represent and warrant to Us that, except for Pre-Existing Conditions duly disclosed to Us prior to such Additional Equipment being covered by this Agreement, all of the Additional Equipment shall, on the date such coverage commences, be in good working order. We shall be entitled to take a physical inventory of the Additional Equipment upon or prior to its being covered by this Agreement to determine whether they are in working order. In the event, as of the date coverage commences under this Agreement, any Additional Equipment is not in good working order, You shall have such Additional Equipment repaired at Your sole expense and, until such Additional Equipment is so repaired, any Additional Equipment with Pre-Existing Conditions shall not be covered under this Agreement. An initial meter reading of zero (0) is agreed, unless You provide timely information to the contrary, for any Additional Equipment that meets the conditions of G.1.

- II. **WARRANTY.** Notwithstanding anything in this Agreement to the contrary, we warrant (a) that all personnel performing services hereunder by or on behalf of Us will have appropriate training and experience and (b) all equipment is in accordance with industry standards, and all supplies and materials are of good quality. Without limiting the generality of the foregoing (and without limiting any obligation of Us to make repairs under this Agreement), You expressly agree and acknowledge that in no event shall any manufacturer's warranty, including but not limited to any implied warranty of merchantability, and fitness for a particular purpose, be deemed given by or otherwise transferred or applied to Us. If You notify Us within ninety (90) days from performance of the services that the services or a part thereof fails to conform to the standards specified herein, Your sole and exclusive remedy is that We shall promptly repair, replace or re-perform the non-conforming services.

III. TRACKING SOFTWARE.

- A. **Tracking Software.** You grant Permission to Install and Maintain Tracking Software. We own software ("Tracking Software") that enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of Your computer networked station(s). You agree to provide Us, during normal business hours, access to Your computer-networked station(s) to enable Us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, then We retain the right to invoice You the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.
- B. **No License, other Prohibitions.** Nothing herein shall be construed as granting a license to You for the use of the Tracking Software. You may not, nor may You permit or cause any other person to (a) use or copy the Tracking Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or disassemble the Tracking Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Tracking Software, or (d) remove any proprietary notices on the Tracking Software.
- C. **Intellectual Property Rights.** All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Tracking Software (including any source code, executable code, object code, tools and/or libraries related to the Tracking Software) will at all times be owned by Us. No modifications and/or use by You of the Tracking Software shall under any circumstances transfer any right, title or interest in or to the Tracking Software to You or any third party.
- D. **Tracking Software Warranty, Liability.** You acknowledge that the Tracking Software will be installed on Your networked workstation(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Tracking Software will be error free or will operate without interruption. We shall in no event be liable to You or any third party for any special, consequential, incidental or indirect damages in connection with the Tracking Software. If the software is found to cause issues on Your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, our liability will be limited to the removal of said Tracking Software from Your environment.

IV. MISCELLANEOUS.

- A. **Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.
- B. **Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not be limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of You after initial install and operation test of (1) "Send To" folder is completed by Us.



COST PER IMAGE SCHEDULE A

This Cost Per Image Schedule A (hereafter "Schedule") is hereby made a part of that certain Master Agreement ("Agreement") by and between **Sutton County Judge** ("Customer") and **Total Office Solution of West Texas** ("Supplier"), which Agreement is identified in Owner's records as Agreement No. _____ The Cost Per Image Charges under the Agreement shall be determined under this Schedule. If there is any provision in this Schedule which conflicts with a provision in the Agreement, the provision in this Schedule shall govern.

Equipment Description

QTY	TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL #	BASE CHARGE	EXCESS PER IMAGE CHARGE (PLUS TAX)				OEM OR COMPATIBLE CONSUMABLES PROVIDED	SERVICE INCLUDED
				B&W VOL INC	B&W CPI	COLOR VOL INC	COLOR CPI		
1	Xerox VersaLink C405/U		\$10.00	0	0.025	0	0.12	OEM	YES

Install Data Collection for Automatic Meter Reads & Automated Supply Shipments YES NO If yes, on Server YES NO

Contact Person for Data Collection Tool

Joseph Harris

Email Address

judge.harris@co.sutton.tx.us

CUSTOMER ACCEPTANCE

The undersigned hereby verifies that the information on this Schedule is complete and correct. The undersigned also acknowledges having received a copy of this Schedule.

Sutton County Judge
CUSTOMER

X

SIGNATURE

Joseph Harris

PRINT NAME & TITLE

*Joseph Harris
County Judge*

DATE

08/14/20