

Sutton County Commissioners Court

SPECIAL BUDGET MEETING

Monday, August 17, 2026 at 9:00am

St. John's Episcopal Church Hall, 404 E. Poplar, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

David Blesing
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

AGENDA

Deliberate, consider and take appropriate action regarding the following:

- 2 Revisit discussion and take action on retiree insurance
- 3 Discussion and action on proposed cost of living rate increase for FY2026-2027
- 4 Approval of month-to-month lease agreement between The Presbytery of Tres Rios of the Presbyterian Church (U.S.A) and Sutton County for County and District Clerk's temporary office
- 5 Approval of Guardian Security Solutions service agreement proposal
- 6 HCTC phone proposal
- 7 Network Consulting Services service agreement
- 8 Approval of TAC AI Course enrollment
- 9 Budget Workshop

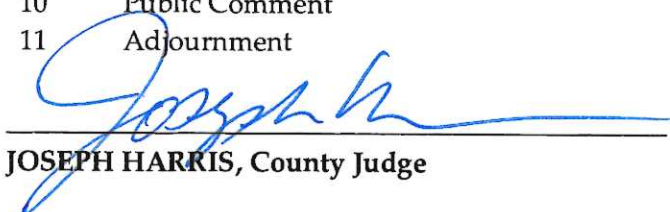
EXECUTIVE SESSION

- 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

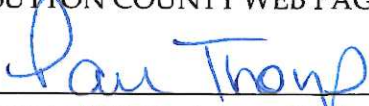
The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive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

RECONVENE

- 10 Public Comment
- 11 Adjournment


JOSEPH HARRIS, County Judge

POSTED ON THE FRONT OUTSIDE WINDOW OF THE COURTHOUSE ANNEX BUILDING and the
SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 12th day of August 2026.



PAM THORP, County Clerk



The Presbytery of Tres Rios

The Presbyterian Church (USA)



Elder Kay Long, Administrative Presbyter/Stated Clerk
Cell - (432) 466-1117 kaylong9@sbcglobal.net

Theresa Wright, Office Manager
Cell - (432) 528-7317 twright@tresrios.org

August 3, 2026

Sutton County Judge Joseph Harris
300 E. Oak Street, Suite 4
Sonora, Texas 76950

Dear Judge Harris:

Enclosed is the lease agreement for the Good Shepherd Church Fellowship Hall that the County Attorney's office prepared. Please sign the agreement and mail the original to the presbytery's office at 1201 W. Wall, Midland, TX 79701.

Roberta James advised me this morning that repairs needed to be made to the air conditioning and for one of the restrooms. The presbytery will pay for the repairs, or we can deduct from the utility bills, whichever you prefer.

I hope everything went well with the move and that repairs to the county offices are going well. Please let me know if I can help in any way.

Best regards,

Kay Long, Administrative Presbyter/Stated Clerk
Presbytery of Tres Rios

1201 W Wall, Midland, Texas 79701 – Ph. (432) 682-5297 – (800) 435-6496 – Fax (432) 687-6120

www.tresrios.org



MONTH-TO-MONTH LEASE AGREEMENT

This Month-to-Month Lease Agreement ("Agreement") is entered into effective **July 25, 2026** ("Effective Date"), by and between:

LANDLORD: The Presbytery of Tres Rios of the Presbyterian Church (U.S.A.), Kay Long, Administrative Presbyter/Stated Clerk/Director, 1201 W. Wall Street, Midland, Texas 79701

and

TENANT: Sutton County, Texas, 300 E. Oak Street, Suite 4, Sonora, Texas 76950

1. Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Fellowship Hall, adjoining restrooms, and non-exclusive light use of the kitchen located at 319 E. Mulberry Street, Sonora, Sutton County, Texas ("Premises").

2. Term

The term of this Agreement shall commence on **July 25, 2026**, and shall continue on a month-to-month basis until terminated in accordance with the provisions of this Agreement.

3. Permitted Use

The Premises shall be used by Sutton County for governmental office purposes and related county operations. Tenant's use shall specifically include:

- Fellowship Hall;
- Restrooms; and
- Light use of the kitchen.

No other use shall be made of the Premises without the prior written consent of Landlord.

4. Rent & Consideration

No monetary rent shall be due or payable by Tenant under this Agreement. The parties acknowledge that this Agreement is entered into for the mutual benefit of Sutton County, Texas and The Presbytery of Tres Rios of the Presbyterian Church (U.S.A.). Tenant's operational obligations under this Agreement, including payment of specified utilities and provision of janitorial services described herein, constitute full and sufficient legal consideration for this lease.

5. Utilities

Tenant shall pay all utility charges serving the Premises. Landlord shall reimburse Tenant the sum of **\$250.00 per month** as Landlord's share of utility expenses attributable to the sanctuary.

6. Internet and Telephone

Tenant shall independently provide and pay for internet and telephone service necessary for its operations at the Premises.

7. Janitorial Services

Tenant shall provide janitorial services and necessary cleaning and restroom supplies for the Fellowship Hall, restrooms, and kitchen areas utilized by Tenant.

8. Maintenance and Repairs

- **Tenant Responsibilities:** Tenant shall be responsible for repairing direct physical damage to the Premises caused by Tenant, its officers, employees, or agents acting within the scope of their duties or by its invitees, contractors, or visitors, ordinary wear and tear excepted.
- **Landlord Responsibilities:** Landlord shall be responsible for all major structural repairs, capital repairs, roofing, foundation, outer structural walls, and central HVAC systems, as well as repairs resulting from normal wear and tear or casualty, except to the extent such repairs are necessitated by direct physical damage caused by the negligence or willful misconduct of Tenant, its officers, employees, or agents.

9. Insurance

Tenant shall:

- Maintain commercial general liability insurance covering its occupancy and use of the Premises;
- Maintain insurance covering Tenant's personal property and contents located on the Premises;
- Name Landlord as an additional insured on Tenant's liability insurance policy; and
- Provide Landlord with a Certificate of Insurance (COI) evidencing such coverage upon execution of this Agreement and thereafter upon request.

10. Liability and Immunity Limits

To the extent permitted by the Constitution and laws of the State of Texas, each party shall be responsible for its own negligent acts or omissions. Nothing contained in this Agreement shall be construed as a waiver of any sovereign, governmental, or official immunity, defenses, or statutory limitations of liability available to Sutton County, Texas under the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code Ch. 101) or other Texas law.

11. Termination

- **Convenience:** Either party may terminate this Agreement, with or without cause, upon providing at least thirty (30) days' prior written notice to the other party. Tenant shall vacate

and surrender the Premises upon expiration of the notice period, ordinary wear and tear excepted.

- **Casualty Termination:** If the Premises, or a substantial portion thereof, are damaged or destroyed by fire, flood, storm, or other casualty such that the Premises are rendered unsuitable for Tenant's intended use as determined in Tenant's reasonable discretion, either party may terminate this Agreement immediately upon written notice. Termination shall not relieve either party of liabilities accrued prior to the effective date of termination.

12. Non-Appropriation and Constitutional Debt Limitations

Tenant's financial commitments and obligations under this Agreement are subject to the allocation and lawful appropriation of funds by the Sutton County Commissioners Court. This Agreement shall not be construed as creating a debt in violation of Article XI, Section 7 of the Texas Constitution. If the Commissioners Court fails to appropriate or allocate sufficient funds for any fiscal period during the term hereof, Sutton County may terminate this Agreement upon written notice to Landlord without further penalty, liability, or obligation.

13. Condition of Premises

Tenant accepts the Premises in their existing condition as of the commencement date, subject to Landlord's express obligations for major repairs, structural integrity, and capital maintenance provided herein. Landlord represents that, to its knowledge, the Premises comply with applicable building and fire codes as of the Effective Date.

14. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight delivery service to the official addresses listed in this Agreement.

15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action arising under this Agreement shall lie in Sutton County, Texas.

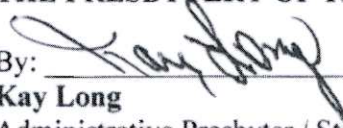
16. Entire Agreement and Amendment

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements relating to the Premises. Any modification to this Agreement must be in writing and signed by authorized representatives of both parties.

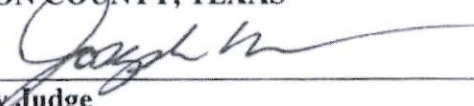
EXECUTED effective as of the 25th day of July, 2026.

LANDLORD:

THE PRESBYTERY OF TRES RIOS OF THE PRESBYTERIAN CHURCH (U.S.A.)

By: 
Kay Long
Administrative Presbyter / Stated Clerk / Director
Date: _____

TENANT:
SUTTON COUNTY, TEXAS

By: 
County Judge
Acting on behalf of the Sutton County Commissioners Court
Date: 08/17/2026



ATTEST:
County Clerk



GUARDIAN

Security Solutions, LC

3214 122nd 806-794-7767
Lubbock, TX 79423 TX LIC# B11916

Service Agreement Proposal

13626

Date

8/4/2026

Sutton County
Judge Joseph E. Harris
County Commissioners
300 E. Oak St., Suite 4
Sonora, TX 76950

Package

Platinum Package
Renewal

Email to: agency@myshield.org
Mailing address: PO Box 53874, Lubbock, TX 79453
Fax: 806-794-7789
Web: www.myshield.org

Terms	NAME OF COOP	SMA DATE RANGE
Due on receipt		10/1/26-10/1/27

Item	Description	Equipment Covered	Total
Package 4 Platinum	3rd Year Service and Maintenance Agreement Covers all equipment listed on Invoice 21039 Service Agreement Platinum Package All parts and labor will be covered under the Silver, Gold, or Platinum packages - assuming failure is due to normal wear and tear or equipment malfunction. If equipment fails due to malfunction, use or age, Guardian will repair or replace with like equipment based on Guardian's judgement. We do not cover vandalism, power surges, lint or dirt in servers and the results of lint or dirt, or an act of God resulting in storm damage. Battery replacement is not covered under warranty.	Panic System	5,283.60

Prices on this proposal are guaranteed for
30 days

Subtotal	\$5,283.60
Sales Tax (8.25%)	\$0.00
Total	\$5,283.60



Signature

08/17/2026



Business Service Agreement

Name: Sutton County Judge
Mailing/Billing Address: PO Box 16
Installation/911 Address: 1700 N CROCKETT AVE
Billing Contact: Judge Joseph E. Harris

E.I.N.: On file
City: SONORA
City: SONORA
Billing Email:
judge.harris@co.s
utton.tx.us

State: TX Zip: 76950
State: TX Zip: 76950
Billing Phone #: 325-387-
2711

Technical Contact: Judge Joseph E. Harris

Technical Email:
Judge.harris@co.s
uttone.tx.us

Technical Phone#: 325-387-
2711

Installation Contact: Judge Joseph E. Harris

Installation
Email:
judge.harris@co.s
uttone.tx.us

Installation Phone#: 325-
387-2711

SmartHub Login E-mail: judge.harris@co.sutton.tx.us

Account Security

Digit CPNI and Call Capture Pin: 1700
2. When did the business start? N Crockett

1. When did you start service with HCTC? 2023
3. What street did the business start on? 1970

Authorizations On the Account:

Judge Harris

Eddie Artega

Maura Weingart

Service Selection and Rate Schedule:

Product	Monthly Price	Quantity	Monthly Total	One Time Non Recurring Fee
Symphony 41-100	\$24.95	44	\$1,097.8 0	
Symphony Call Recording	\$49.95	1	\$49.95	
Symphony Call Recording Installation		1		\$250.00
Symphony Installation 41-100		1		\$1,500.00
Symphony Installation 21-40		1		\$1,000.00
Symphony Management and Maintenance 100	\$9.95	44	\$437.80	
SYMPHONY DIRECT INWARD DIAL	\$10.00	2	\$20.00	
		Totals	\$1,605.5 5	\$2,750.00

Commitment Term: 36 Months

TERMS AND CONDITIONS OF SERVICES MAY BE FOUND AT <https://www.hctc.net/policies/>

Taxes and Surcharges Not Included.

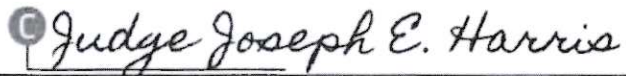
Service Order Notes: Hosted VoIP 60 Seats, at locations 1700 N. Crockett Ave, 102 N Water, 300 E Oak St, 109 N Water Ave, 306 E Mulberry St, 401 E Oak St, and 500 E Pecan St. (Exact seat number and locations pending). Symphony Terms and Conditions

Symphony requires 36-month commitment for all seats and Direct Inward Dialing numbers. Seats that have not subscribed to the Management and Maintenance Service will be charged for service calls at the current hourly rate. Early termination penalty will be charged at full rate of the services for the remaining months of the term.

24/7 SUPPORT LINE 800-292-5457

Judge Joseph E. Harris

Customer Name (Printed)

 Judge Joseph E. Harris

Customer Signature

8/21/2026

Date

Richard Jimenez

Account Executive (Printed)

rjimenez@hctc.coop

Account Executive Contact Information

11-16-2026

Expiration Date

OFFICE USE ONLY

Date _____ Service Order # _____ Account # _____ Billing # _____



Network Consulting Services Managed Services Agreement with Sutton County

June 2026

This document is confidential and proprietary property of Network Consulting Services (NCS), and it shall not be disclosed or duplicated, in whole or in part, without the expressed, prior written consent of Network Consulting Services unless required by law.

Proposal Overview

Sutton County realized their need to make some changes as to the management and stewardship of their Information Technology (IT) assets, environment, and support policies and procedures in order to potentially find a better fit for their business needs. As such, Sutton County engaged Network Consulting Services (NCS) to help facilitate these changes through its Managed IT Services package.

The main priorities of Sutton County appear to be support knowledge, support availability, and cost effectiveness.

Sutton County Priorities	NCS Support Model Highlights
Support Knowledge/Expertise	NCS's Support Model consists of a small but trained and experienced team of IT specialists, providing effective end-user support and consistency in their work.
Support Availability	NCS offers support around the clock, 24/7 every day of the year.
Cost Effectiveness	By having a small staff and utilizing remote access software, NCS manages to have low overhead as a business, allowing them to pass on those cost savings to its clients.

NCS Overview and Support Model

Network Consulting Services is a family business opened in 1990 and has operated as the Managed IT Service provider for many different small-to-medium businesses in and around the Concho Valley. NCS prides itself on forming and maintaining long and mutually beneficial relationships with its clients focusing on trust, reliability, and transparency. They have served many different businesses in a wide variety of industries ranging from automotive repair to healthcare and in doing so have faced many different technical challenges and obstacles. The team is formally educated and adept at learning new systems and processes. One of NCS's core beliefs is that if they are given an issue, it is their issue to see through to the end.

NCS's Support Model mainly consists of a common-sense approach to providing assistance to its clients. End users may submit tickets through three different avenues: by phone, by email, or through the remote management tool Connectwise (which will be on every workstation). NCS aims to respond to all tickets and issues submitted within 30 minutes, and tickets will be triaged according to the severity of the issue described. In each ticket resolution, NCS aims to provide a solution that is quick, reasonable, cost effective, and also understandable by the end user (as solutions provided with insufficient explanation can often lead to confusion and further issues).

Service Offering

Below are the components that make up the support agreement provided by Network Consulting Services.

Network Security:

Network Consulting Services relies on decades of experience in network security and its great vendor support channels with best of breed manufacturers in firewalls, IPS/IDS, virus protection, remote access VPN, SPAM protection, and content filtering. Included in this offering:

- Firewall Management
- Virtual Private Network (VPN) support or remote connectivity support

Infrastructure Management:

Network Consulting Services manages and maintains the Infrastructure including Servers, Storage, LAN, and WAN to ensure maximum uptime and reliability in systems. Included in this offering:

- 24/7 monitoring and alerting on all network devices
- LAN/WAN Support (including interface with telecommunication providers)
- Server & Storage Management
- Backup & Restore Management and Remediation
- Infrastructure Application Support (Hyper-V, VMWare, etc.)
- IP Telephony Support

End Point/End User Management:

Network Consulting Services provides easy, secure, and reliable support of all end point devices on the network. Included in this offering:

- PCs and Mobile Devices (iPhone, Android, etc.)
- Application Support - VPN, VMWare, Exchange, SharePoint, Active Directory, etc.
- Account management – Password Resets, New User onboarding/off-boarding, User account modification

Strategic Planning:

Most organizations overlook IT investments necessary to support a new offering or expand on their existing business. Network Consulting Services will work hand-in-hand with

Sutton County to ensure that the IT budget is invested wisely and predictably.

Included in this offering:

- Virtual CIO/IT Director role
- Capacity Planning
- Emerging technologies research
- Business Continuity Design and Testing
- Procurement Assistance

Sutton County Responsibilities

Although Network Consulting Services strives to be able to service our client's entire IT needs, certain responsibilities remain with Sutton County staff. Among those responsibilities is warranty support on all devices under management. Due to the complexity and wide variety of technologies in any environment, it is crucial to keep manufacturer warranties current and with appropriate support levels. Further client responsibilities are as follows:

- Firewall license, manufacturer support and/or warranty
- Router and switch manufacturer warranty (24/7 for core devices and 8x5 NBD for others)
- To notify Network Consulting Services of any changes initiated by Sutton County within covered systems
- Antivirus and anti-spyware license and support for non-Network Consulting Services licenses
- Backup software license, manufacturer support and/or warranty
- Keeping genuine, licensed, and vendor-supported Server and Desktop Software
- Committing to secure and encrypted data traffic in all offices
- Maintenance and updates of Business Continuity Plan
- Line of Business application support

Change Requests

On occasion Sutton County may need an infrastructure change (Major or Minor) that Network Consulting Services can quickly resolve. A Change is defined as an Add/Change/Remove to an existing component/environment. All change requests require client approval whether covered by the monthly contract or not. All Minor Change Requests (any change requests needing less than 3 hours of continuous engineering time) are included in this contract. Examples of Minor Change Requests are as follows:

- Non-major version upgrades to devices under management
- Remote rollout of software or upgrades
- Mailbox Migration using existing servers
- Adding switch ports to a VLAN
- Service Pack installations

Excluded Services

Projects:

On occasion Sutton County may need an infrastructure upgrade or project in which Network Consulting Services can participate or provide competitive pricing.

A Project is defined as a short-term initiative with a defined start and end that produces a unique output (product/service/capability); this includes significant expansion of the current environment. All projects are considered out of scope and billable*separate from the monthly contract at an agreed upon fee with a fixed deliverable. Examples include:

- Major software version upgrade (Windows 2016 to Windows 2022)
- Mailbox migration when includes a new server
- New Datacenter Implementation
- New Branch Office/Location
- New VLAN Implementation

Change Requests (Major):

All change requests require Sutton County approval whether covered by the monthly contract or not. Change requests taking longer than 3 hours at one time are considered Major Change Requests and are out of scope. Out of scope Change Requests will be billed based on the time required to complete at a rate of \$110/hr in half hour increments.

Agreement Details

1. SERVICES.

During the Term (defined below), Network Consulting Services will provide Sutton County with the Managed IT Services set forth under "Service Offerings" and, if requested and agreed to by Network Consulting Services and Sutton County, the "Excluded Services."

2. DUTIES OF THE PARTIES.

A. Duties of Network Consulting Services.

Network Consulting Services agrees to use commercially reasonable efforts to timely deliver and support the Services for Sutton County in accordance with industry standards.

B. Duties of Sutton County.

Sutton County agrees to (i) timely submit all payments to Network Consulting Services at Network Consulting Services's place of business; (ii) provide Network Consulting Services with access to Sutton County's facilities, including access to Sutton County's computer systems, according to Sutton County's procedures which are provided to Network Consulting Services in writing and in advance, and adequate and suitable facilities and space for Network Consulting Services's personnel to work at Sutton County's facility and on such computer systems. If Network Consulting Services determines that the Services require Network Consulting Services to remotely access Sutton County's computer systems, Sutton County agrees that it shall also provide Network Consulting Services with all the information reasonably requested by Network Consulting Services for Network Consulting Services to remotely access Sutton County's computer systems. Sutton County also acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of services at Sutton County's facility or on Sutton County's computer systems or loss or damage to software or hardware.

3. PRICING AND PAYMENT.

A. Pricing. The fees ("Fees") for Service Offerings are set forth in the Proposal of Services given to Sutton County. The hourly rates for

Excluded Services agreed to by Network Consulting Services and Sutton County are set forth in the "Excluded Services" section.

B. Payment. Network Consulting Services will invoice Sutton County on a monthly basis per the Fees set forth in the Proposal of Services. Network Consulting Services reconciles client accounts quarterly and adjusts monthly invoices as needed, with fee increases subject to Sutton County's written approval. Network Consulting Services will have no obligation to perform any services for Sutton County, whether included in this Agreement or otherwise, unless all charges, fees, and taxes for Services rendered under this agreement have been paid in full by Sutton County when due. In the event of non-payment of any sum due and owing under this Agreement, Network Consulting Services shall have the right to suspend or immediately terminate the providing of all Services, without notice, and Network Consulting Services may determine whether or not to reinstate any Services upon receipt of payment in full of all sums owed. Fees are subject to an increase of up to three (3) percent per year. All amounts shall be payable by Sutton County to Network Consulting Services without right of setoff, deduction, or demand.

4. TERM AND TERMINATION. This Agreement shall be effective for one (1) year, commencing on the date this Agreement is executed by Sutton County and accepted and executed by Network Consulting Services ("Effective Date"), and shall automatically renew for additional one-year periods on each anniversary of the Effective Date. The initial one-year period and each one-year period of this Agreement (or such shorter or longer period of effectiveness as mutually agreed to by Network Consulting Services and Sutton County) is referred to as an "Effective Period" and collectively all of the Effective Periods of this Agreement are referred to as the "Term". Either party may terminate this Agreement at any time by providing at least two (2) months ("Notice Period") prior written notice to the other party. Sutton County acknowledges and agrees that Sutton County is responsible to pay monthly Fees for Service Offerings during the Notice Period, regardless if Sutton County requests not to receive such Service Offerings during the Notice Period, at the same monthly amount as the average of the three (3) month period immediately preceding the notice of termination. Network Consulting Services may immediately terminate this Agreement upon written notice to Sutton County if Sutton County (i) fails to make any payment to

Network Consulting Services when due and such failure continues for a period of fifteen (15) labor days following written notice of such failure by Network Consulting Services to Sutton County; or (ii) breaches any other provision of this Agreement. Immediately upon the expiration or termination of this Agreement, or upon the earlier request of one of the parties, the other party shall (i) return to the other any and all equipment provided by the other party; and (ii) discontinue the use of and permanently delete from the party's computer systems any and all of the other party's software and other computer programs installed or provided by the other party.

5. OWNERSHIP. All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") of each party are and shall remain the exclusive property of that party, and except as otherwise specifically set forth in this Agreement, no license to use such Materials is granted pursuant to this Agreement. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose. All non-third party software installed or provided by one of the parties for the other party's use is proprietary software and the exclusive property of installing party.

6. CONFIDENTIAL INFORMATION.

A. Pursuant to providing the Services, either party may gain access to the other party's Confidential Information. Each party will adopt commercially reasonable measures to protect the other party's Confidential Information provided pursuant to this Agreement. For purposes of this Agreement, "Confidential Information" means:

- (i) All inventions, processes, designs, trade secrets, formulas and formulations, methods, know-how, samples, test, technology, standard operating procedure and other data, and other information relating to the preclinical, clinical and pharmaceutical development, analysis, regulatory files and correspondence, manufacturing and packaging in whatever form (written, oral, visual, electronic);
- (ii) All sales and marketing plans, future plans, business plans, financial information, results of consultancies, contracts, customer lists and relationships, and other information which may be needed to be disclosed by each party to the other in relation to business negotiations in whatever form (written, oral, visual, electronic); and
- (iii) Any kind of information identified by one of the parties as Confidential Information.

B. Confidential Information does not include information which: (i) the recipient can demonstrate in writing to be rightfully known to recipient at the time it receives the information; (ii) has become publicly known through no wrongful act of the recipient; (iii) the recipient can demonstrate in writing to have been rightfully received by recipient from a third party authorized to make such communication without restriction; or (iv) has been approved for release by written authorization of the discloser. A recipient may disclose Confidential Information if required by court or government action to be disclosed; provided, however, the recipient must first provide the discloser with reasonable prior, written notice of such disclosure so that the discloser may attempt to prevent such disclosure, and that the Confidential Information shall continue to be treated as Confidential Information for all other purposes.

C. Each party undertakes to hold any and all Confidential Information in confidence and to use it exclusively for the purposes set forth in this Agreement. Neither party shall, directly or indirectly, make use of the Confidential Information of the other party without the other party's prior, written consent.

D. Network Consulting Services and Sutton County agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose to a third party, without the prior written consent of the other party, the Confidential Information, including the terms and/or conditions of this Agreement, including, without limitation, not disclosing or sharing a copy of this Agreement with any third party. Network Consulting Services agrees to protect the confidentiality of Sutton County's Confidential Information provided to Network Consulting Services per terms of Network Consulting Services's standard Confidentiality Policy.

7. **FORCE MAJEURE.** Except for payment obligations, the parties shall not be responsible for failure to render any obligation due to causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Sutton County to provide a suitable operating environment for Network Consulting Services, hardware malfunctions caused by defects in software or otherwise, failure of Sutton County to allow Network Consulting Services access to its computer system,

acts of God and other similar occurrences. The obligations and rights of the parties shall be extended on a day-to-day basis for the duration of excusable delay.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party that (i) it has the full right, power and authority to enter into and to perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally; and (iv) the execution, delivery and performance of this Agreement does not or will not violate or cause a breach or default under (a) the governing corporate or company documents of such party; (b) any agreement, lease, mortgage, license or other contract to which such party is a party; or (c) any law, rule, regulation, order, decree or consent action by which such party is bound or to which it is subject.

10. DISCLAIMER OF WARRANTIES. NETWORK CONSULTING SERVICES DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES, THAT THE SERVICES WILL BE FREE FROM INTERRUPTION, THE SERVICES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE SERVICES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CLIENT'S COMPUTER SYSTEMS, OR THAT RESULTS GENERATED BY THE SERVICES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL INFORMATION, MATERIALS AND SERVICES ARE PROVIDED TO CLIENT "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NETWORK CONSULTING SERVICES HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this Section shall apply regardless of whether (i) Network Consulting Services determines that Sutton County's computer systems are deemed "secure", (ii) Sutton County performs such modifications to its computer

systems as Network Consulting Services reasonably suggests in order for Sutton County's computer systems to be deemed "secure", or (iii) otherwise.

11. LIMITATION OF LIABILITY. NETWORK CONSULTING SERVICES WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NETWORK CONSULTING SERVICES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, OR LOSS OF GOODWILL. CLIENT ACKNOWLEDGES AND AGREES THAT NETWORK CONSULTING SERVICES'S AGGREGATE LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES.

Sutton County acknowledges that the limitations on liability were specifically bargained for and are acceptable to Sutton County. Sutton County's willingness to agree to the limitations of liability set forth in this Section was material to Network Consulting Services's decision to enter into this Agreement. The limitations on liability set forth in this Section shall be enforceable to the maximum extent permitted by applicable law.

12. GENERAL TERMS. This Agreement is the entire agreement between Network Consulting Services and Sutton County and supersedes any prior understandings or written or oral agreements between Network Consulting Services and Sutton County with respect to the subject matter of this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both Network Consulting Services and Sutton County. No waiver of a breach of any provision of this Agreement by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. Sutton County's obligation to pay for any Services or other services received by Network Consulting Services and each of the provisions of Section 3, 5 through 7, and 10 through 14 shall survive the expiration or earlier termination of this Agreement. The

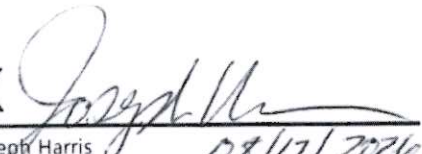
invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All exhibits and schedules to this Agreement are true, correct and hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Network Consulting Services and Sutton County and their successors and permitted assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise specifically agreed to in writing by Network Consulting Services and Sutton County. This Agreement and the rights and obligations of the Parties are not assignable without the prior written consent of the other Party. Any attempt by one of the Parties to assign any this Agreement or any right, duty, or obligation which arises under this Agreement, without such consent, will be void. This Agreement shall not be construed to give any person other than Network Consulting Services and Sutton County any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent entity and not as an agent of the other party for any purpose, and neither will have the authority to bind the other. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument. The parties reserve the right to maintain an executed copy of this Agreement in electronic form only, and agree that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement.

13. NOTICES. All notices required pursuant to this Agreement shall be written and shall be delivered by (i) hand-delivery; (ii) nationally recognized overnight delivery service (such as FedEx, UPS, DHL, or USPS Express Mail); or (iii) electronic mail with verification of receipt. All such notices and other communications shall be addressed to the other party at the address set forth in this Agreement or to such other address as a party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by hand-delivery; (ii) on the date delivered or the date delivery is refused by the recipient, if by

nationally recognized overnight delivery service; or (iii) upon verification of receipt if by electronic mail.

14. DISPUTE RESOLUTION. Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement and/or any Services (each, a "Dispute") solely pursuant to the terms of this Section.
- A. Management Resolution. All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.
- B. Arbitration. If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") in San Angelo, TX administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules.
- C. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of Tom Green County, Texas, USA, and each party hereby expressly waives any objection to such venue based upon forum non-convenient or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Tom Green County, TX, USA.
- D. Prevailing Party Attorney's Fees. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.
- E. Injunctive Relief; Cumulative Remedies. Each party agrees that a violation or breach of any of the ownership or non-disclosure provisions of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the

other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

X 

Joseph Harris
Judge, Sutton County



X

Michael Taylor
Network Consulting Services

NCS Proposal of Services – Sutton County Judge's Office

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	2	\$55	\$110
Datto Cloud Backup for Workstation	2	\$125	\$250
		Total MRC	\$360

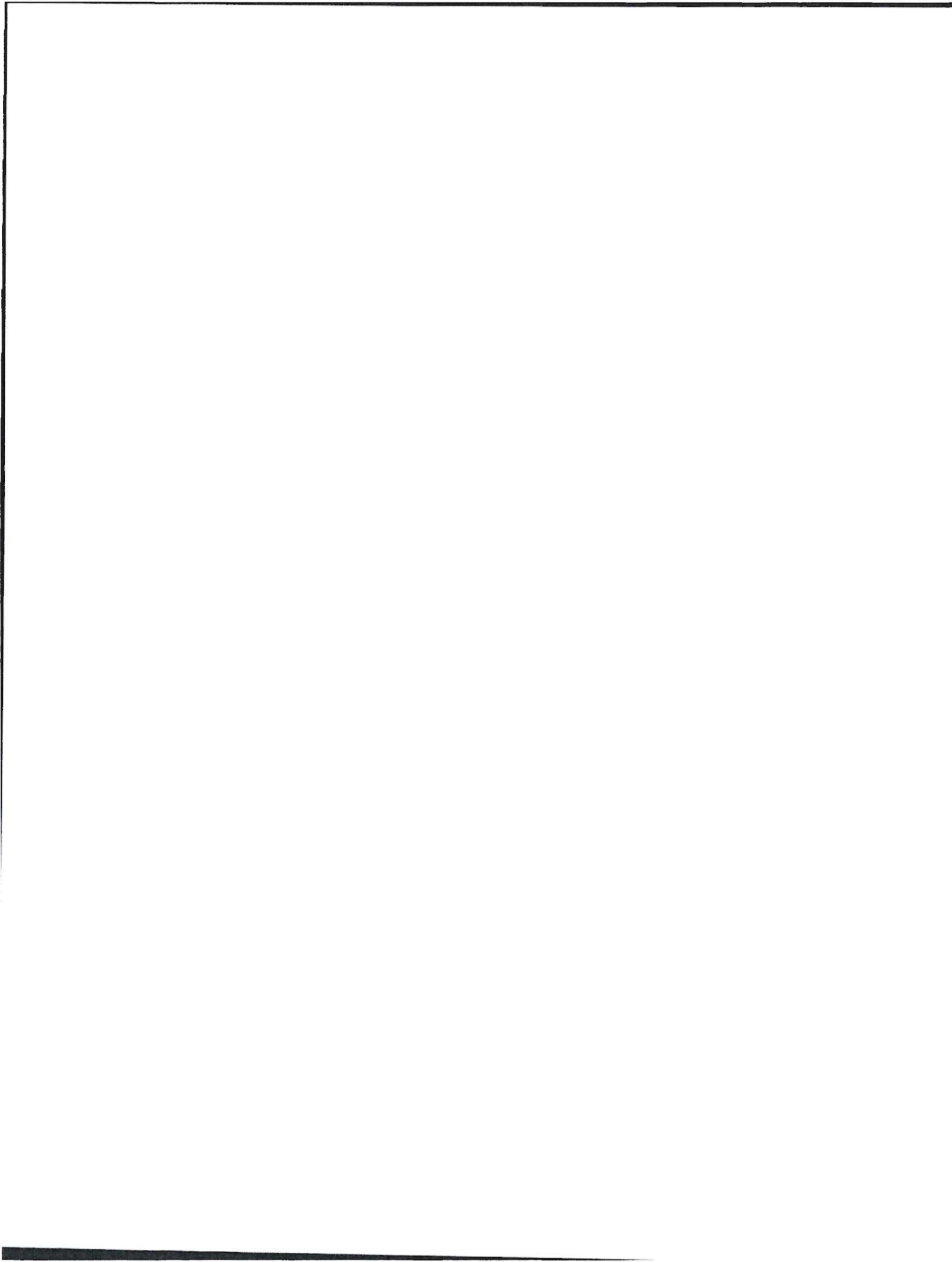
NCS Proposal of Services – Sutton County JP's Office

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	4	\$55	\$220
NCS Managed Services – Server ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support	2	\$120	\$240

▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per server Not Included ▪ Major software/system upgrades ▪ Cost of hardware replacement/installation ▪ Special projects ▪ VPN Creation			
Datto 2TB NAS for Local and Cloud Backups – 1 YR Retention	1	\$290	\$350
		Total MRC	\$810

NCS Proposal of Services – Permian Basin CSCD

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	3	\$55	\$165
		Total MRC	\$165



NCS Proposal of Services – Sutton County

Clerk

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	9	\$55	\$495

NCS Managed Services – Server ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support	1	\$120	\$120
▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per server Not Included ▪ Major software/system upgrades ▪ Cost of hardware replacement/installation ▪ Special projects ▪ VPN Creation			
Sophos XGS 116 Monthly Subscription (Standard Package)	1	\$36	\$36
Datto Cloud Backup for Workstation	1	\$125	\$125
Datto 2TB NAS for Local and Cloud Backups – 1 YR Retention	1	\$350	\$350
		Total MRC	\$1126

NCS Proposal of Services – Sutton County Library

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	9	\$55	\$495
		Total MRC	\$495

NCS Proposal of Services – Sutton County Tax Assessor

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	3	\$55	\$165
		Total MRC	\$165

NCS Proposal of Services – Sutton County Sheriff's Office

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	16	\$55	\$880
Datto 10TB NAS for Local and Cloud Backups – 1 YR Retention	1	\$265	\$265
		Total MRC	\$1145

NCS Proposal of Services – Sutton County Juvenile Probation Office

Item/Service	Quantity	Price	Ext
NCS Managed Services - Workstation ▪ 24/7 Remote Help Desk Support ▪ Network and user management and administration ▪ Drive Time for on-site support ▪ Assistance with planning network expansion and upgrades ▪ 3rd Party software and vendor support ▪ Reporting (Ticketing, Network Activity, Audit Requirements, etc) ▪ Guaranteed 3-hour response for routine tickets ▪ Guaranteed 30 minute response time for emergencies ▪ Sophos Antivirus Managed Detection and Response ▪ Connectwise Automate Patching and Monitoring ▪ Billed monthly per workstation Not Included: • Major software/system upgrades • Cost of hardware replacement/installation • Special projects	3	\$55	\$165
		Total MRC	\$165