



syntrio



Syntrio Solutions, LLC "Syntrio"

Master Services Agreement

syntrio.net

Effective Date:

3/21/23

Agreement Number:

C1927-2023-R01

This Master Services Agreement, together with any schedules, appendices, documents, and each statement of work entered into by the Parties, (collectively, this "Agreement") is entered into to be effective as of the Effective Date by and between the following Parties:

<div>Montague County</div> <div>organized under the laws of ("Client")</div> <div>PO BOX 475 Montague, Texas 76251</div>	<div>Syntrio Solutions, LLC ("Syntrio")</div> <div>915 9th Street Wichita Falls, Texas 76301</div>
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Syntrio offers certain information technology service offerings and Client desires to receive certain managed information technology service offerings from Syntrio during the term of this Agreement and as such service offerings are identified in one or more statements of work (SOW) that are entered into and signed by both Syntrio and Client. Whenever Client and Syntrio enter into a statement of work issued under this Agreement, Syntrio will, through itself and/or its affiliates, provide Client with the managed information technology services identified in the applicable statement of work, all in accordance with this Agreement.

Authority & Execution. Each Party warrants that it is authorized to enter into this Agreement and that it will be bound thereby. In no event shall Client be required to pay for or shall Syntrio be bound to perform or otherwise make available any services under this Agreement until this Agreement (including at least one statement of work) is executed by both Parties. Presentation of this Agreement to Client for signature does not obligate Syntrio to execute this Agreement. By signing below, Client and Syntrio agree to the terms of this Agreement. If the Effective Date designated above is left blank, then the Effective Date shall be the date this Agreement is signed by the last of the Parties. Once signed, any reproduction of this Agreement made by reliable means is considered an original and all Deliverables received by Client are subject to it.

Client

By:

Print Name:

Kevin L. Benton

Title:

County Judge

Date:

Email:

co.judge@co.montague.tx.us

Syntrio Solutions, LLC ("Syntrio")

By:

Print Name:

Bryan Gibson

Title:

Director of Managed Services

Date:

Email:

bgibson@wfpcnet.com

915 9th Street
Wichita Falls, TX 76301

Agreement Details

1. **SERVICES.** All Deliverables to be provided by Syntrio to Client under this Agreement shall be reflected in a statement of work signed by both Client and Syntrio ("Statement of Work" or "SOW"). Whenever Client desires to obtain Services or other Deliverables from Syntrio, the Parties shall discuss and document the same in a Statement of Work. Once signed, each SOW shall be deemed to be incorporated by this reference within this Agreement. Each Statement of Work issued under this Agreement shall, at a minimum, include the following:
 - (a) The incorporation by reference of this Agreement;
 - (b) The specific Deliverables to be provided;
 - (c) The location at which the Services will be performed (if not from the office/facilities of Syntrio);
 - (d) Applicable fees, any anticipated expenses or not-to-exceed amounts;
 - (e) If different than as provided for in this Agreement, payment terms;
 - (f) Any special terms and conditions; and
 - (g) The signatures of the Parties' authorized representatives and dates of signature.

Syntrio shall not be required to provide any Deliverables and Client shall not be required to pay for any Deliverables unless and until a SOW has been completed and signed by the Parties. During the Term of each SOW (defined below), Syntrio will provide Client with the Services and other Deliverables set forth in the applicable SOW.

Syntrio highly recommends Client obtain and maintain appropriate cyber insurance for their business and understands Client may have other types of compliancy that must be met. Syntrio will, upon request by Client with an active agreement for managed services, aid with technical questions related to those questionnaires. By signing this MSA, Client acknowledges and agrees to the following stipulations:

- (a) Syntrio is not an insurance, legal, or liability expert and does not recommend specific cyber insurance companies or policies.
 - (b) It is solely the Client's responsibility to fill out forms and/or questionnaires for submission and affirmation of content. Further, Syntrio may not be held responsible for any resulting outcomes, detrimental or otherwise, to the Client.
 - (c) Syntrio will provide Client with details of Syntrio administered systems, guidance and recommendations, including explanations for each, in writing by means of a service ticket. Syntrio will not under any circumstances provide answers directly on an insurance form or questionnaire.
 - (d) Syntrio can only provide guidance and recommendations on systems managed and In Scope of an active SOW.
2. **DUTIES OF THE PARTIES.**
 - a. **Duties of Syntrio.** Syntrio agrees to use commercially reasonable efforts to timely deliver the Services and other Deliverables specified in each SOW for Client in accordance with industry standards.
 - b. **Duties of Client.** Client agrees to (i) timely submit all payments to Syntrio at Syntrio's place of business; (ii) provide Syntrio with access to Client's facilities, including access to Client's computer systems, according to Client's procedures which are provided to Syntrio

in writing and in advance, and adequate and suitable facilities and space for Syntrio's personnel to work at Client's facility and on such computer systems. If Syntrio determines that the Services require Syntrio to remotely access Client's computer systems, Client agrees that it shall also provide Syntrio with all the information reasonably requested by Syntrio for Syntrio to remotely access Client's computer systems. Client also acknowledges and agrees that providing the Services may, in some circumstances, result in the disruption of services at Client's facility or on Client's computer systems or loss or damage to software or hardware; and that Syntrio shall not be responsible for any of such disruptions, losses, or damages.

3. PRICING AND PAYMENT.

Pricing. The fees ("Fees") for Service Offerings are set forth in each SOW. The hourly rates for Excluded Services agreed to by Syntrio and Client are set forth in the preceding Schedule B and are subject to change.

a. Payment. Syntrio will invoice Client on a monthly basis for the Fees set forth in each SOW. Payments for invoices are due by the date stated on each invoice; provided, however, if a due date is not stated on an invoice, then the payment for such invoice shall be due within thirty (30) days of the date such invoice was received by Client. All Excluded Services provided to Client by Syntrio are due upon receipt of Syntrio's written invoice(s) for such Excluded Services. Syntrio reconciles client accounts monthly and adjusts invoices as needed, with fee increases subject to Client's written approval. Syntrio will have no obligation to perform any Services for Client, 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 Client when due. In the event of non-payment of any sum due and owing under any Agreement, Syntrio shall have the right to suspend or immediately terminate providing any or all Services, without notice, and Syntrio may determine whether or not to reinstate any Services upon receipt of payment in full of all sums owed. Any payment not received by Syntrio on or before thirty (30) days following the due date shall bear interest from the due date until paid in full at the lesser of one and percent (1%) per month or the maximum rate allowed by applicable law. All amounts shall be payable by Client to Syntrio without right of setoff, deduction, or demand. Client shall be responsible for the payment of any sale tax or other taxes that may be attributable to the Deliverables provided under this Agreement (but not any taxes attributable to the income of Syntrio).

4. TERM AND TERMINATION. This Agreement shall commence on the date this Agreement is executed by Client and accepted and executed by Syntrio ("Effective Date"), and, unless terminated earlier as permitted herein, shall continue for a period of three (3) years (the "Initial Term"); and thereafter, shall automatically renew for additional one-year periods on each anniversary of the Effective Date (each a "Renewal Period), unless either Party provides written notice of its intent not to renew at least thirty (30) days before the end of the Initial Term or any Renewal Period (the Initial Term and each Renewal Period are referred to as the "Term"). Either Party may terminate this Agreement (and all outstanding SOWs) or any one or more SOWs at any time by providing at least three (3) months ("Notice Period") prior written notice to the other Party. Unless expressly provided for in the applicable written notice of termination, termination or expiration of this Agreement shall not in and of itself terminate any then outstanding

SOWs; and such outstanding SOWs shall continue in full force and effect and the terms of this Agreement shall continue to apply to such outstanding SOWs in the same manner as if this Agreement had not terminated or expired. Client acknowledges and agrees that Client is responsible to pay monthly Fees for Deliverables provided during the Notice Period, regardless of Client requests not to receive such Deliverables during the Notice Period, at the same monthly amount as the average of the three (3) month period immediately preceding the notice of termination. Further, Syntrio may immediately terminate this Agreement upon written notice to Client if Client:

- i. fails to make any payment to Syntrio when due and such failure continues for a period of five (5) workdays following written notice of such failure by Syntrio to Client; or
- ii. breaches any other provision of this Agreement.

Immediately upon the expiration or termination of this Agreement (regardless of reason), or upon the earlier request of one of the Parties, the other Party shall (i) return to the other any and all equipment and other Materials (as defined below) 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 or its licensors.
- 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 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. Syntrio and Client 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. The obligations of this Section 6 shall survive the termination or expiration of this Agreement for a period of 3 years.
7. **HIRING OF SYNTRIO EMPLOYEES.** In the absence of Syntrio's prior written consent, and for a period of twelve (12) months following the expiration or termination of this Agreement, for any reason whatsoever, Client agrees not to hire or engage, directly or indirectly, any person who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee of Syntrio employed to perform the Services or other services similar to the Services for any customer of Syntrio and Client agrees that the damages from a breach of this Section would be difficult to ascertain. Therefore, in the event Client breaches this provision, Client agrees to pay Syntrio, as liquidated damages and not as a penalty, a sum equal to twenty four (24) months pay for each former employee of Syntrio hired by Client, at the rate paid by Syntrio for the last full month of such employee's employment with Syntrio. In addition, Syntrio shall be entitled to temporary and permanent injunctions in order to prevent or restrain any such violation of this Section by Client or its partners, agents, representatives, servants, employers, employees and any and all persons directly or indirectly acting for or with Client. These remedies shall be in addition to, and not in limitation of, any other rights or remedies afforded to Syntrio under this Agreement or available to Syntrio at law or in equity.
8. **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, pandemics, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Client to provide a suitable operating environment for Syntrio, hardware malfunctions caused by defects in software or otherwise, failure of Client to allow Syntrio 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.
9. **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.** SYNTRIO DOES NOT WARRANT THE UNINTERRUPTED OR ERROR- FREE OPERATION OR PROVISION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL BE FREE FROM INTERRUPTION, THE DELIVERABLES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE DELIVERABLES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CLIENT'S COMPUTER SYSTEMS, OR THAT RESULTS GENERATED BY THE DELIVERABLES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL INFORMATION, MATERIALS AND DELIVERABLES ARE PROVIDED TO CLIENT "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SYNTRIO 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) Syntrio determines that Client's computer systems are deemed "reasonably secure", (ii) Client performs such modifications to its computer systems as Syntrio suggests in order for Client's computer systems to be deemed "reasonably secure", or (iii) otherwise.

11. **LIMITATION OF LIABILITY.** SYNTRIO 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 SYNTRIO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, BREACH OF CONFIDENTIALITY, WILLFUL MISCONDUCT, OR LOSS OF GOODWILL. IN ADDITION TO THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT SYNTRIO'S AGGREGATE LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR WITH THIS AGREEMENT AND/OR THE DELIVERABLES SHALL NOT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES.

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

12. **GENERAL TERMS.** This Agreement is the entire agreement between Syntrio and Client and supersedes any prior understandings or written or oral agreements between Syntrio and Client

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 Syntrio and Client. 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. If there is a conflict between the terms and conditions of any appendix, schedule, SOW, or other document of this Agreement, the following order shall control and take precedence: (i) the terms and conditions of this Appendix A (ii) each SOW (but only with respect to such SOW), and (iii) the remaining documents of this Agreement in the order in which they appear. Client's obligation to pay for any Services or other services received by Syntrio 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 appendices 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 Syntrio and Client 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 Syntrio and Client. 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 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 Syntrio and Client 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 in writing by Syntrio management 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 Wichita Falls, Texas 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 Wichita County, Texas, USA, and each Party hereby expressly waives any objection to such venue based upon forum non-conveniens or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Wichita County, Texas, 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.

Injunctive Relief; Cumulative Remedies. Each Party agrees that a violation or breach of any of the ownership or non-disclosure provisions of the 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.



Syntrio Solutions, LLC ("Syntrio") Statement of Work

syntrio.net

This Statement of Work No. 170363 & 170364, including all schedules hereto ("**Statement of Work**" or "**SOW**"), is entered into by Syntrio Solutions, LLC ("**Syntrio**") and Montague County ("**Client**") pursuant to MSA #C1927-2023-R01, and will be governed by, the terms and conditions of the Master Services Agreement between Syntrio and Client having as its effective date March 22, 2023 (the "Agreement") which is incorporated by reference within this SOW. Syntrio and Client are each referred to individually herein as a "Party" and, collectively, as the "Parties".

This Statement of Work sets forth the agreement of the Parties regarding the Deliverables that Syntrio will supply, perform, and deliver to and for Client in accordance herewith and the Agreement.

SOW Effective Date:	The effective date of this Statement of Work is March 22, 2023.
SOW Term:	N/A

Client Point of Contact		Syntrio Point of Contact	
Name:		Name:	Jared Elkins
Title:		Title:	Sales
Address:	PO BOX 475	Address:	915 9 th Street Wichita Falls, Texas 76301
Telephone:	940-894-2549	Telephone:	940-704-1526
Facsimile:		Facsimile:	
Email:		Email:	jelkins@wfpcnet.com



Deliverables:

Syntrio will provide the Deliverables to Client under this SOW set forth below and within proposal 170363 & 170364.

Courthouse 4th Floor Network Rack

- Installation of four post network rack.
- Installation of two 48 port patch panels.
- Installation and configuration of two Aruba Instant On 1930 48G Class 4 PoE 4SFP/SFP+ 370W managed switch (JL686A).
- Installation and configuration of (SMT1500RM2UC) APC SmartUPS, Line Interactive, 1500VA, Rackmount 2U, 120V, 6xNEMA 5-15R outlets, SmartConnect Port+SmartSlot, AVR, LCD battery backup.
- Move CPS equipment from the existing rack to new four post rack. Syntrio will not be responsible for any issue resulting from equipment move.

Courthouse 2nd Floor Existing Network Rack

- Installation of two 48 port patch panels.
- Installation and configuration of two Aruba Instant On 1930 48G Class 4 PoE 4SFP/SFP+ 370W managed switch (JL686A).
- Installation and configuration of (SMT1500RM2UC) APC SmartUPS, Line Interactive, 1500VA, Rackmount 2U, 120V, 6xNEMA 5-15R outlets, SmartConnect Port+SmartSlot, AVR, LCD battery backup.

Annex-3

- Installation and configuration of three Aruba Instant On 1930 48G Class 4 PoE 4SFP/SFP+ 370W managed switch (JL686A).

Sheriff's Office

- Installation of wall rack removed from Courthouse 3rd floor.
- Installation of two 48 port patch panels.
- Installation and configuration of two Aruba Instant On 1930 48G Class 4 PoE 4SFP/SFP+ 370W managed switch (JL686A).
- Installation and configuration of (SMT1500RM2UC) APC SmartUPS, Line Interactive, 1500VA, Rackmount 2U, 120V, 6xNEMA 5-15R outlets, SmartConnect Port+SmartSlot, AVR, LCD battery backup.



Miscellaneous

- Removal of existing CAT5 Cabling.
- Installation of 151 CAT6 cable drops.

Backout Plan:

- N/A

Pre-Testing Plan:

- N/A

Location:

Unless indicated otherwise below, the Deliverables will be provided by Syntrio from its facilities and onsite at Client location(s), where required.

Fees:

- Fees are defined on the referenced proposal

Special Terms and Conditions:

- Any Supplemental labor performed will be billed at the corresponding hourly rate.



Syntrio Solutions, LLC ("Syntrio")

Statement of Work

By the signature of its respective authorized representative, each of the Parties acknowledges the receipt, and the value and adequacy, of the consideration for entering into this Statement of Work and agrees to be bound by all the terms hereof.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

SYNTRIO SOLUTIONS, LLC ("SYNTRIO")

By: _____

Name: Bryan Gibson

Title: Director of Managed Services

Date: _____

Syntrio

Phone: 940-322-9990
 Fax: 940-322-9944
 915 9th Street, LIC: B20153
 Wichita Falls, TX 76301

**Quote**

No.: **170364**
 Date: 3/21/2023

Prepared for:
 JESSICA MOSTER (940) 841-9646
 MONTAGUE COUNTY
 PO BOX 475
 MONTAGUE, TX 76251 USA

Prepared by: Jared Elkins
 Account No.: 1539
 Phone: (940) 894-2549
 Job: Prepared By Travis Bales

Quantity	Item ID	Description	UOM	Sell	Total
TIPS#: 220101, 220105, 22010701					
4th Floor:					
1	RACK-ICC-15	ICC 4POST 7FT RACK ASSEMBLY 2 SIDED	EA	\$850.00	\$850.00
1	RACK-ICC-13	ICC 5FT LADDER RACK FOR FLOOR MOUNT RACK	EA	\$131.00	\$131.00
1	RACK-ICC-11	ICC J-BOLT KIT W/HARDWARE TOP RACK MNT	EA	\$66.00	\$66.00
1	RACK-ICC-12	ICC J-BOLT KIT W/HARDWARE WALL PLATE	EA	\$50.00	\$50.00
2	RACK-ICC-16	ICC 48-PORT PATCH PANEL CAT6	EA	\$284.00	\$568.00
2	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$3,220.00
1	UPS-APC-85	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	EA	\$1,120.00	\$1,120.00
2nd Floor:					
Using Existing Wall Rack					
2	RACK-ICC-16	ICC 48-PORT PATCH PANEL CAT6	EA	\$284.00	\$568.00
2	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$3,220.00
1	UPS-APC-85	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	EA	\$1,120.00	\$1,120.00
Sheriff's Office:					
*** (Move 3rd floor rack to sheriffs office) ***					
2	RACK-ICC-16	ICC 48-PORT PATCH PANEL CAT6	EA	\$284.00	\$568.00
2	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$3,220.00
1	UPS-APC-85	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	EA	\$1,120.00	\$1,120.00

QuoteNo.: **170364**

Date: 3/21/2023

Quantity	Item ID	Description	UOM	Sell	Total
Annex:					
3	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$4,830.00
151.00	CABLE DROP	Network Cable Drop	EA	\$190.00	\$28,690.00
*** Will Remove Cables for Destruction ***					
1	LABOR	Installation / Configuration	EA	\$18,310.00	\$18,310.00

Your Price: **\$67,651.00**Total: **\$67,651.00**

Prices are firm until 3/26/2023

Terms: Net 30

Quoted by: Jared Elkins, jelkins@wfpcnet.com**Date:** 3/21/2023**Accepted by:** _____**Date:** _____**Disclaimer**

All prices quoted are valid for 5 business days. Please fax signed quote to (940) 322-9944 or email to tbales@wfpcnet.com so that your order can be placed. Thank you for your business.



Syntrio Solutions, LLC ("Syntrio") Statement of Work

syntrio.net

This Statement of Work No. 170363, including all schedules hereto ("**Statement of Work**" or "**SOW**"), is entered into by Syntrio Solutions, LLC ("**Syntrio**") and Montague County ("**Client**") pursuant to MSA #C1927-2023-R01, and will be governed by, the terms and conditions of the Master Services Agreement between Syntrio and Client having as its effective date March 22, 2023 (the "Agreement") which is incorporated by reference within this SOW. Syntrio and Client are each referred to individually herein as a "Party" and, collectively, as the "Parties".

This Statement of Work sets forth the agreement of the Parties regarding the Deliverables that Syntrio will supply, perform, and deliver to and for Client in accordance herewith and the Agreement.

SOW Effective Date: The effective date of this Statement of Work is March 22, 2023.

SOW Effective Date:	The effective date of this Statement of Work is March 22, 2023.
SOW Term:	This Statement of Work will become effective on the SOW Effective Date and will continue in effect until the earlier of the following: (i) February 29, 2028 or (ii) its termination pursuant to Section 4 (<u>Term and Termination</u>) of the Agreement.

Client Point of Contact		Syntrio Point of Contact	
Name:		Name:	Jared Elkins
Title:		Title:	Sales
Address:	PO BOX 475	Address:	915 9 th Street Wichita Falls, Texas 76301
Telephone:	940-894-2549	Telephone:	940-704-1526
Facsimile:		Facsimile:	
Email:		Email:	jelkins@wfpcnet.com



The following telephone numbers will be ported from your current telephone carrier to Siptrunk.com for use on your new phone system. This list is NOT to include faxes, alarms or elevators.

Client must provide a recent copy of phone bill that includes account number, numbers listed, & account holder name. Upon signing this document, the client agrees that the listed numbers are true & accurate.

The voice service for phone system will be quoted and billed separately by SIPTRUNK.COM

9408942540	9408942563	9408942881
9408942541	9408942564	9408942891
9408942542	9408942565	9408943110
9408942543	9408942566	9408943601
9408942544	9408942567	9408943834
9408942545	9408942568	9408943881
9408942546	9408942569	9408943999
9408942547	9408942570	9408946121
9408942548	9408942571	9408946171
9408942549	9408942572	9408946203
9408942550	9408942573	9408946211
9408942551	9408942574	9408946448
9408942552	9408942575	9408946601
9408942553	9408942576	9408946705
9408942554	9408942577	9408949060
9408942555	9408942578	9408949061
9408942556	9408942579	9408949062
9408942557	9408942580	9408949063
9408942558	9408942616	9408949064
9408942559	9408942715	9408949065
9408942560	9408942805	
9408942561	9408912831	
9408942562	9408942871	



Deliverables:

Syntrio will provide the Deliverables to Client under this SOW set forth below and within proposal 170363.

Installation of Syntrio TAAS package includes:

- Extension name changes
- PBX Updates as needed from 3CX
- 3CX Web client & Mobile app
- 3CX Welcome email
- User Training
- Closed messages for holidays/inclement weather
- Call flow additions & changes
- BLF Changes/Additions
- Weekly Backup of PBX
- Firmware Updates as needed for devices
- Trunk/SBC Monitoring
- PBX Support & Troubleshooting
- Verify outbound caller id is correct for emergency services
- Call recordings for up to 90 days

Backout Plan:

- Port all numbers back to original carrier and remove all installed equipment.

Pre-Testing Plan:

- N/A

Location:

Unless indicated otherwise below, the Deliverables will be provided by Syntrio from its facilities and onsite at Client location(s), where required.

Fees:

- All service/labor requested and performed which falls outside of the provided services and support described herein or due to misuse of equipment will be billed separately.

Special Terms and Conditions:

Syntrio retains ownership and shall maintain all equipment for the duration of the agreement term.

Client shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment.

If Client requests the enabling of call recording, it is Client's responsibility to notifying their personnel that calls are being recorded and to notify inbound callers either verbally at the beginning of the call or via recorded message by digital receptionist that calls are recorded.

Standard Support Requests: All standard support for Client will be handled by our VOIP Help Desk technicians and/or elevated as needed to a subject matter expert. The Help Desk hours of operation are standard workdays, Monday through Friday, 8:00 am to 5:00 pm. Examples of standard support include, but are not limited to, voicemail pin, 3CX Welcome email, password reset, device offline, etc. Standard support requests can be communicated via email message voip-help@wfpcnet.com or by calling our office at 940-322-9990.

Change Requests: Client must provide a list of authorized change approvers. Change requests are required for any action that impacts the phone system as a whole or has the potential to disrupt service or security. Examples of changes rising to this level include, but are not limited to, changes to call flow, deletion of extensions, deletion of recordings, regeneration of extension info, etc.

Exclusions: Replacement of failed Equipment included in this agreement is covered by Syntrio, with the following exceptions.

- Damage caused by outside natural occurrences, such as lightening, fire, power surge, floods, acts of nature or anything deemed similar.
- Defects resulting from unauthorized modification, misuse, vandalism, alterations of serial numbers, other causes unrelated to defective workmanship, or failures related to batteries of any type used in connection with the products sold.
- Gross mishandling of devices, examples include; wall mounted device with handset cracked from users failing to properly replace handset on receiver, water damage to handsets and SBC.



syntrio.net

Syntrio Solutions, LLC ("Syntrio")

Statement of Work

By the signature of its respective authorized representative, each of the Parties acknowledges the receipt, and the value and adequacy, of the consideration for entering into this Statement of Work and agrees to be bound by all the terms hereof.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

SYNTRIO SOLUTIONS, LLC ("SYNTRIO")

By: _____

Name: Bryan Gibson

Title: Director of Managed Services

Date: _____

Syntrio

Phone: 940-322-9990
Fax: 940-322-9944
915 9th Street, LIC: B20153
Wichita Falls, TX 76301

**Quote**

No.: **170363**
Date: **3/21/2023**

Prepared for:
JESSICA MOSTER (940) 841-9646
MONTAGUE COUNTY
PO BOX 475
MONTAGUE, TX 76251 USA

Prepared by: Jared Elkins
Account No.: 1539
Phone: (940) 894-2549
Job: Prepared By Travis Bales

Quantity	Item ID	Description	UOM	Sell	Total
TIPS#: 220101, 220105, 22010701					
1.00	CNRT-PCNET-01	SYNTRIO MONTHLY PHONE HARDWARE AGREEMENT FOR 60 MONTHS	EA	\$1,050.00	\$1,050.00
97	TEL-YLNK-26	Yealink T46U 16-Line Gigabit IP Phone 4.3" Color Display	EA	\$0.00	\$0.00

NOTE: Initial setup will be on a separate quote if applicable.

Your Price: \$1,050.00
Total: \$1,050.00

Prices are firm until 3/26/2023 Terms: Net 30

Quoted by: Jared Elkins, jelkins@wfpcnet.com

Date: 3/21/2023

Accepted by: _____

Date: _____

Disclaimer

All prices quoted are valid for 5 business days. Please fax signed quote to (940) 322-9944 or email to tbales@wfpcnet.com so that your order can be placed. Thank you for your business.



QUOTE

QUOTE #
777748

QUOTE DATE
March 22, 2023

Syntrio
Isaiah Garcia
9403229990
voip-help@wfpcnet.com

QUOTED TO:
Montague County
Jared Elkins
915 9TH ST, STE 101
WICHITA FALLS, TX 76301-3424

Customer # 413441148

Qty	Item	Unit Price	Subtotal
1	8000 Minutes Package	\$125.00	\$125.00
10	Standard Local DID	0.00	0.00
1	Enhanced Local DID with e911	0.00	0.00
1	Toll Free DID	0.00	0.00
27	Standard Local DID	\$1.00	\$27.00
21	Enhanced Local DID with e911	\$2.50	\$52.50
19	Fax to Email DID	\$14.95	\$284.05
	STATE SALES TAX		32.51
	CITY SALES TAX		10.40
	FEDERAL UNIVERSAL SERVICE FEE		27.50
	FEDERAL COST RECOVERY FEE		4.14
	Regulatory Recovery Fee		19.54
First Month Charges (includes setup)			\$582.64
<u>Monthly Recurring Charges</u>			<u>\$582.64</u>

Taxes and prorated credit subject to change based on date of order.

PROCLAMATION

CHILD ABUSE PREVENTION MONTH APRIL 2023

WHEREAS, our children represent our greatest hope for the future and Montague County remains steadfast in its commitment to the safety and security of our children, families and communities; and

WHEREAS, of paramount concern to all are the problems of child abuse, neglect and maltreatment, which endanger vulnerable young lives and cause long-lasting damage to a child's physical, emotional and cognitive well-being; and

WHEREAS, the prevention of child abuse, neglect and maltreatment requires strong partnerships and cooperation among individual citizens, organizations, law enforcement and government agencies at the community, state and federal levels; and

WHEREAS, there are education and prevention programs that address all categories of child abuse and people in communities across Montague County are encouraged to support such efforts that promote a safe and nurturing environment for children and families; and

WHEREAS, citizens should be vigilant and fervent in their efforts to stop child abuse and are asked to call the State Hotline for Child Abuse at 1-800-252-5400 to report suspected abuse or neglect; and

WHEREAS, Montague County does not tolerate acts of violence against children; all citizens are reminded of the many forms of abuse that occur in our society, with greatest concern for the threat of harm to our precious children;

NOW, THEREFORE, we, the Commissioners of Montague County, Texas, do hereby proclaim April 2022 as **CHILD ABUSE PREVENTION MONTH – IN MONTAGUE COUNTY**

Signed on this the 27th day of March, 2023

Kevin Benton, County Judge

Roy Darden, Commissioner, Pct. #1

Mike Mayfield, Commissioner, Pct. #2

Mark Murphey, Commissioner, Pct. #3

Bob Langford, Commissioner, Pct. #4

ATTEST:

Kim Jones, County Clerk

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY—REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT, FRIDAY, APRIL 14, 2023. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENT THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE. THE AUTHORIZED OFFICIAL IS NOT PERMITTED TO SIGN THE FORM ON BEHALF OF THE APPLICANT.

LEGAL NAME OF APPLICANT: 97th Judicial District Attorney's Office

REFERENCE ID NUMBER (if applicable): 2024-1981919773

Be it known as follows:

WHEREAS, the 97th Judicial District Attorney's Office, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General (OAG) for the following grant program (initial one):

	Other Victim Assistance Grant (OVAG)
x	Victim Coordinator and Liaison Grant (VCLG)

WHEREAS, the Montague County Commissioner's Court,
[Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of
Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the 97th Judicial District Attorney's Office, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Casey Hall

Position Title: 97th Judicial District Attorney

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, as well as the designation of the Authorized Official.

Signature _____

Kevin Benton, Montague County Judge
Printed Name

Date _____

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

This is an Agreement for the license of computer program software between SW Data Solutions, LLC d/b/a Southwest Data Solutions, referred to in this Agreement as "Licensor," and Montague County Tax Office, referred to in this Agreement as "Licensee." Licensor is Texas Limited Liability Company located at 217 S Rogers Street, Waxahachie, Texas. Licensee is a political subdivision of the State of Texas located at County Court House, Montague, Texas. Licensor and Licensee are collectively referred to in this Agreement as the "Parties."

RECITAL

In consideration of the mutual promises made in this Agreement, Licensor and Licensee agree that the terms and conditions set forth as follows will apply to the license of the computer program software and professional services described in the Agreement.

ARTICLE 1

LICENSE GRANT

Grant of License

1.01. Licensor grants and Licensee accepts a nontransferable license to use the Software as defined herein for the collection of property taxes pursuant to the provisions of the Texas Property Tax Code. Programs involved in license are not to be modified or converted to a different language or configuration by anyone other than Licensor. The Software described in Paragraph 1.02 is subject to the conditions for the period specified in this Agreement.

Subject Matter Software

1.02. The term "Software" as used in this Agreement consists of the following:

(a) A single computer program designated as Gemini Collections. The program is:

(i) Electronically transferred between the Licensor's computer system and the Licensee's main computer server.

(ii) Designed to collect taxes on property (Real, Personal, Mineral and Commercial), in accordance with Licensor's specifications for the program and the Texas Property Tax Code.

(iii) In Microsoft VB.Net object code language only.

(b) All subsequent improvements or modifications to either the computer program or the related printed documentation made by either Licensor or Licensee.

ARTICLE 2

LIMITATIONS ON USE

General Use of Software

2.01. Licensee agrees to use the software solely for its exclusive benefit or specific purposes, e.g., for Licensee's own and internal purposes in the collection of property taxes pursuant to the provisions of the Texas Property Tax Code.

Restriction to Designated Hardware

2.02. (a) The Software may be used only on the Designated Hardware currently located in the Licensee's office at County Court House, Montague, Texas. Designated Hardware may be moved to another location with specific permission of Licensor, should Licensee's place of business change during the term of this agreement.

(b) Licensee may temporarily install and use the Software on hardware other than that described in this Paragraph 2.02 if that hardware meets or exceeds the specifications for the Designated Hardware in the event of catastrophe enabling the Licensee to recover from disaster and to include such temporary operation in Licensee's Disaster Plan. Licensee shall not install or use the computer program portion of the Software on such replacement hardware without the prior written consent of Licensor. Licensor shall not unreasonably withhold this consent if the proposed replacement hardware meets or exceeds the specifications for the Designated Hardware.

(c) Licensee agrees that it shall obtain a license from Licensor for the permanent installation and use of the Software on any computers other than the Designated Hardware prior to any such installation or use. Licensor agrees that it shall not unreasonably refuse to grant such a license and there shall be no fee for the granting of such license.

Copies

2.03. (a) Except as provided in this Paragraph 2.03, Licensee shall not copy any portion of the Software. Licensee may make one "backup copy" of the Software for archival purposes. Licensee shall provide Licensor a written description of the procedures under which it makes backup copies, including any that may involve backup of the Software, and Licensor shall promptly approve or disapprove those procedures. Licensor's approval shall not be unreasonably withheld.

(b) Licensee shall keep the Software at County Court House, Montague, Texas or such other place to which the Designated Hardware may subsequently be moved. One "backup copy" of the Software may be stored in a safe deposit box or other secured storage facility located at the bank depository of the Licensee in Montague County, Texas.

(c) Licensee shall reproduce and include Licensor's applicable copyright notice, patent notice, trademark, or service mark on any copies of the Software, including any modifications,

adaptations, or conversions. Furthermore, each copy shall state that it is the property of Licensor in the following language:

“This copy of Gemini Collections is the property of SW Data Solutions LLC, DBA Southwest Data Solutions, and is protected under the copyright, trade secret, and proprietary laws of the United States and, when applicable, the state of Texas.”

Licensee's User Responsibilities

2.04. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to:

- (a) Assuring proper configuration of the Designated Hardware, related equipment, and devices; and compatibility with the Software.
- (b) Establishing adequate operating methods.
- (c) Implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Software.

License Term

2.05. The license granted in this Agreement shall remain in force in perpetuity until terminated by Licensee.

ARTICLE 3

PROPERTY RIGHTS

Title to Software

3.01. Title to the Software is reserved for Licensor. Licensee acknowledges and agrees that Licensor is and shall remain the owner of the Software and shall be the owner of all copies of the Software made by Licensee.

Confidentiality of Software

3.02. Licensee acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Licensor. Licensee agrees to hold Software in confidence for Licensor and not to sell, rent, license, distribute, transfer, or disclose the Software or its contents, including methods or ideas used in the Software, to anyone except to employees of Licensee when disclosure to employees is necessary to use the license granted in this Agreement. Licensee shall instruct all employees to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the Software confidential by using the same care and discretion that they use

with other data designated by Licensee as confidential. The confidentiality requirements of this Paragraph 3.02 shall be in effect both during the term of this Agreement and after it is terminated.

Security

3.03. Licensee agrees to keep the Software in a secure place, under access and use. Licensee agrees to at least implement the security precautions that it normally uses to protect its own confidential materials and trade secrets.

Disclosure as Breach

3.04. Licensee agrees that any disclosure of the Software to a third party constitutes a material breach of this Agreement and shall terminate the license granted by this Agreement.

3.05. Licensee agrees not to remove, mutilate, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Software.

ARTICLE 4

INSTALLATION AND SERVICE

Delivery of Software

4.01. Licensee has software installed at the Montague County Tax Office.

Installation Services

4.02. None.

Data Conversion

4.03. None.

Testing

4.04. None.

Acceptance

4.05. The Software shall be deemed to have been accepted by Licensee thirty days after completion of the Testing prescribed by Paragraph 5.04 of this Agreement. At any time prior to the acceptance date, the Licensee, at its sole discretion, may deem the Software to be unacceptable. If the Software is deemed unacceptable by the Licensee, the Licensee shall return the Software to Licenser. If the Software is deemed unacceptable, the Licensee will not be liable for the payment of any amounts under Section 4.01, Section 5.03 or Section 5.07 of this Agreement.

Training

4.06. None.

Software Maintenance

4.07. During the term of this Agreement, the Licensor shall maintain the Software. The Licensor shall maintain the Software in good working order and make all necessary adjustments and repairs to the Software. Licensor agrees to make all modifications to the Software necessary to comply with and implement the provisions of the Texas Property Tax Code, as amended, or the reporting requirements of any agency of the State of Texas, by the effective date of amendments to the Texas Property Tax Code or any date imposed upon Licensee by any agency of the State of Texas. The term of this Software Maintenance Agreement shall begin upon acceptance of the Software by the Licensee as provided by Section 5.05 of this Agreement for a period of 3 years. The monthly Software Maintenance fee during the initial year of 2023 will be \$737.05 per month. The Software Maintenance fee for subsequent years may not increase by more than five percent per annum which shall be paid in equal monthly installments.

ARTICLE 5

WARRANTY PROVISIONS

Warranty of Title

5.01. Licensor warrants that it has good title to the Software and the right to license its use to Licensee free of any proprietary rights, liens, or encumbrances of any other party.

Warranty of Title Remedies

5.02. (a) Licensee shall notify Licensor of the assertion of any claim that the Software or Licensee's use of the Software under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party, and shall cooperate with Licensor in the investigation and resolution of any such claim. Licensor shall defend Licensee against any such claims. Licensor shall indemnify and hold Licensee harmless from any liability for damage, costs, or other loss incurred by Licensee in connection with any such claim.

(b) If the Software becomes, or is likely to become, the subject of a claim of infringement of a copyright or patent, Licensor may procure for Licensee the right to continue using the Software, may replace or modify the Software to render it non-infringing, or may require that Licensee discontinue its use.

(c) Licensor shall have no liability for any claim of copyright or patent infringement based on the use of an original version of the Software if infringement would have been avoided by the use of an updated version made available to Licensee.

(d) Licensor shall not indemnify Licensee against any claim or liability based on Licensee's modification or conversion of the Software and/or the subsequent use of that modification or conversion or use of the Software in combination with programs or data not supplied by Licensor if infringement would have been avoided by not using or combining the Software with other programs or data.

Warranty of Conformity to Specifications

5.03. Licensor warrants that the Software shall substantially conform to Licensor's published functional specifications when installed on the designated hardware of the Licensee. ANY MODIFICATION OF THE SOFTWARE BY ANY PERSONS OTHER THAN LICENSOR SHALL VOID THIS WARRANTY.

Remedy for Nonconforming Software

5.04. During a period of 90 days after acceptance of the Software by Licensee, Licensor shall at its own expense provide programming services to correct Software defects, errors, or malfunctions that cause the Software to fail to operate in substantial conformance to Licensor's published functional specifications. The Licensor shall perform such services only in the event Licensee has notified Licensor of any such failure to perform. However, LICENSOR DOES NOT GUARANTEE SERVICE RESULTS OR REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED. LICENSEE AGREES THAT LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR THE DEFECTS DESCRIBED IN THIS PARAGRAPH 6.04 SHALL BE LIMITED TO THE CORRECTIVE ACTION DESCRIBED IN THIS PARAGRAPH.

Warranty Disclaimer

5.05. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedies

5.06. LICENSEE AGREES THAT ITS EXCLUSIVE REMEDIES AND LICENSOR'S ENTIRE LIABILITY WITH RESPECT TO THE SOFTWARE IS AS SET FORTH IN THIS AGREEMENT. LICENSEE FURTHER AGREES THAT LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ITS USE OR INABILITY TO USE THE SOFTWARE OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

ARTICLE 6

TERMINATION

Cause for Termination

6.01. The license granted in this Agreement shall be terminated automatically and without further notice upon the occurrence of any of the following events:

- (a) Expiration of the term specified in Paragraph 2.05 or of any optional renewal term in the absence of a subsequent renewal in accordance with the terms of this Agreement.
- (b) Disclosure by Licensee of the Software to a third party, whether directly or indirectly and whether inadvertently or purposefully.
- (c) Refusal by Licensee to pay any periodic maintenance fee or any increase in maintenance fee provided for in this Agreement.
- (d) Commission by Licensee of an event of default as defined in Paragraph 7.02.

Events of Default

6.02. Licensee commits an event of default, and this Agreement and the license granted under this Agreement shall terminate, if any of the following occur:

- (a) Licensee attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement or in derogation of Licensor's proprietary rights in the Software.
- (b) Licensee fails or neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, the timely payment of any sums due Licensor within 15 days of the due date.
- (c) Licensee makes an assignment of Licensee's business for the benefit of creditors.
- (d) A petition in bankruptcy is filed by or against Licensee.
- (e) A receiver, trustee in bankruptcy, or similar officer is appointed to take control of all or part of Licensee's property.
- (f) Licensee is adjudicated a bankrupt.

Effect of Termination

6.03. Licensee agrees that immediately on termination under Paragraph 7.01, it shall immediately return all copies of the Software to Licensor or destroy all copies of the Software, certify to Licensee that it has retained no copies of the Software, and acknowledge that it may no longer use the Software. Licensee further agrees that in the event of termination through its default, all fees or charges due for the remaining term of this Agreement shall immediately become due and payable. Upon termination of the license, Licensor's obligations under this Agreement shall cease.

ARTICLE 7

GENERAL PROVISIONS

Assignment

7.01. Licensee shall not assign or transfer its rights under this Agreement, including the license granted in this Agreement, or the Software obtained pursuant to this Agreement or assign this Agreement or rights under the Agreement without the prior written consent of Licensor. Any attempt to make such an assignment without Licensor's consent shall be void. Licensor shall not assign or transfer its duties or obligations under this Agreement to any party without the written consent of the Licensee.

Governing Law

7.02. The Parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas. The appropriate state or federal courts located in Montague County, Texas shall have exclusive jurisdiction over all matters arising under this Agreement and will be the proper forums in which to adjudicate such matters.

Integration

7.03. The Parties acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the license that is the subject matter of this Agreement.

Notices

7.04. Wherever any notice, demand, or other communication is required or permitted under this Agreement, the notice, demand, or other communication shall be in writing. Any notice or document required or permitted to be delivered, whether actually received or not, shall be deemed given when (i) personally delivered, (ii) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth below, or at such other addresses as they have specified by written notice delivered in accordance

with this paragraph, or (iii) transmitted by facsimile to the telephone number shown on the signature page of this Agreement, and such transmission is confirmed as received by facsimile equipment. Either party hereto may change its address or facsimile number for notice by giving the other party ten (10) days' advance written notice of such change.

(a) When intended for Licensee, to SW Data Solutions, LLC, 217 S Rogers Street, Waxahachie, Texas, 75165 or

(b) When intended for Licensor, to Montague County Tax Office, 11339 State Hwy 59 N Montague, Texas 76251.

Attorney's Fees

7.05. If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

Severability

7.06. If any part of this Agreement is declared to be invalid by any court of competent jurisdiction, that part of the Agreement shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

Nonwaiver

7.07. The Parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The Parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of the right.

Amendments

7.08. This Agreement may be amended only by a written agreement executed by persons authorized to execute agreements on behalf of the Parties.

Funding Out Clause

7.09 Notwithstanding any provisions contained herein to the contrary, the obligation of the Licensee to make the payments to the Licensor as provided for in this Agreement are expressly made subject to the adoption of an annual budget as required Section 6.06 of the Texas Property Tax Code which provides adequate funding for such payments. If adequate funding for such payments is not provided for in the annual budget of the Licensee, this Agreement shall terminate and the Software shall be returned to the Licensor without further obligation for any payments to the Licensor.

Executed at Montague, Texas on March 27, 2023

LICENSOR

SW DATA SOLUTIONS, LLC

By _____
Southwest Data Solutions
Jerry Whitehead, Partner

LICENSEE
Montague County Tax Office

By _____
County Judge, Kevin Benton

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective March 15, 2023 is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and the Montague Sheriffs' Office ("End User"), a local government agency created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

1.0 **Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Sheriffs' Association of Texas, Inc.
1601 S. Interstate 35
Austin, Texas 78741-2503

Montague Sheriff's Office
111 S. Grand Street
Montague, Texas 76251



SAT Authorized Signature

X

Appendix B

MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST SECOND READING (FINAL)

Subdivision name: North Bowie Estates

YES NO N/A

- | | | | |
|-------------------------------------|--------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All information required for preliminary plat. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lot and block numbers. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Street names, <i>must be pre-approved by 9-1-1 Coordinator.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Acreage of each lot or parcel. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name and address of Surveyor/Engineer. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location and size of drainage structures. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Location, size, and proposed use of easements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Incorporated City's Boundary/ETJ Note. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Servicing Utilities Note. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certification from licensed professional engineer regarding utilities. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Restrictive covenants. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tax certificates and rollback receipts if required. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Home Owner's Association Incorporation articles and by-laws (if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Construction plans of roads and drainage improvements. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Receipt showing payment of preliminary plat fees. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sign-off for TxDOT road access, if applicable. |

Appendices:

FINAL CHECKLIST (continued)

Appendices:

YES NO N/A

- | | | | |
|-------------------------------------|--------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix C (1) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is an individual) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix C (2) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is a corporation) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix D – Certificate of Recording (if applicable) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix E – Water Supply Certificate |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix F – Certificate of Surveyor |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix G – Certificate of Engineer |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix H – Certificate of OSSF Inspector's Approval |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Appendix I-Certificate of Road Maintenance (when roads are to be retained as private roads) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Appendix J – Certificate of County Road Maintenance Disclaimer |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix K-Certificate of County Approval of Plat |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Appendix L-Permit to Construct Driveway in County RoW |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Appendix M-Lienholder's Acknowledgement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Appendix N-Revision to Plat (if applicable) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix O-Notice of Utility Installation in County RoW |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Appendix P-Plans and Specifications for Cattleguard (if applicable) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix Q-Cross Section Road Standards |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appendix R-Summary of Road Standards |

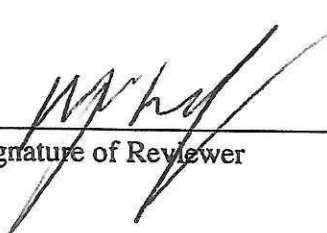
FINAL CHECKLIST
(continued)

Appendices:

YES NO N/A

☐☐☒

Appendix S-Development Fees



Signature of Reviewer

3-13-23

Date of Review

ADDITIONAL REQUIREMENTS:

**ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE
COMMISSIONERS COURT HEARING DATE.**

Appendix B

MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST SECOND READING (FINAL)

Subdivision name: LAKEVIEW ACRES

YES NO N/A

- | | | | |
|-------------------------------------|--------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All information required for preliminary plat. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lot and block numbers. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Street names, <i>must be pre-approved by 9-1-1 Coordinator.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Acreage of each lot or parcel. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name and address of Surveyor/Engineer. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Location and size of drainage structures. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location, size, and proposed use of easements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Incorporated City's Boundary/ETJ Note. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Servicing Utilities Note. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certification from licensed professional engineer regarding utilities. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Restrictive covenants. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tax certificates and rollback receipts if required. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Home Owner's Association Incorporation articles and by-laws (if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Construction plans of roads and drainage improvements. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Receipt showing payment of preliminary plat fees. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sign-off for TxDOT road access, if applicable. |

Appendices:

FINAL CHECKLIST (continued)

Appendices:

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix C (1) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is an individual)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix C (2) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is a corporation)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix D – Certificate of Recording (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix E – Water Supply Certificate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix F – Certificate of Surveyor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix G – Certificate of Engineer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix H – Certificate of OSSF Inspector's Approval
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix I-Certificate of Road Maintenance (when roads are to be retained as private roads)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix J – Certificate of County Road Maintenance Disclaimer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix K-Certificate of County Approval of Plat
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix L-Permit to Construct Driveway in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix M-Lienholder's Acknowledgement
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix N-Revision to Plat (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix O-Notice of Utility Installation in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix P-Plans and Specifications for Cattleguard (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix Q-Cross Section Road Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix R-Summary of Road Standards

FINAL CHECKLIST
(continued)

Appendices:

YES NO N/A



Appendix S-Development Fees

Signature of Reviewer

Date of Review

**ADDITIONAL REQUIREMENTS:
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE
COMMISSIONERS COURT HEARING DATE.**

Appendix N

REVISION TO PLAT

Name of Subdivision: Nocoma Hills
Cabinet G Book 1
Recorded in Volume _____, Page 204 of the Real Property Records of Montague County,
Texas

Commissioner Precinct No.: 4

Owner/subdivider/developer: Hills Community Developers LLC

Owner/subdivider/developer's Mailing Address: 110 Nocoma Dr. Nocoma TX 76255

Owner/subdivider/developer's Phone Number(s): 325-668-7624

Lots or Tracts to be revised (include Unit, Section or Phase # if applicable): lots 487, 490 + 491

Resulting Lot Number to be Known As: LOT 491 A Nocoma Hills

Lienholder: _____ Yes ☒ No

If yes, Name of Lienholder: _____
(Attach Lienholder's Acknowledgement, Appendix K)

IF REVISED PLAT INCLUDES ANY CHANGES TO AN EXISTING UTILITY EASEMENT, RELEASE OF SAID EASEMENTS BY THE UTILITY PROVIDERS IS REQUIRED BEFORE APPROVAL OR FILING OF SAID PLAT.

The signature affixed below will certify that the owner/subdivider/developer of the described property does hereby request to revise the plat of the property. The owner/subdivider/developer certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement, if applicable.

Randal Hill
(Owner/subdivider/developer's Signature)

Randal Hill
(Printed name)

THE STATE OF TEXAS

§

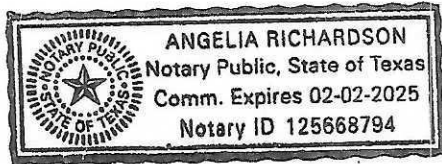
COUNTY OF MONTAGUE

§

§

SWORN TO AND SUBSCRIBED before me by Randal Hill

_____ on the 23rd day of February, 2023



Angelia Richardson
Notary Public in and for
The State of Texas

APPROVED BY COMMISSIONERS COURT ON THE _____ DAY OF _____,
20____.

MONTAGUE COUNTY JUDGE

ATTEST: _____
MONTAGUE COUNTY CLERK