# Project Overview

SAMSUNG RENEWABLE ENERGY

SAMISUNG

- 20+ year anticipated project
- Estimated ~200 MW / 2 Hour Battery Energy Storage System (BESS)
- ☐ Located on ~10 acres of a 101.7-acre tract
- Montague CAD Parcel ID Number: R000006833

# **Technology**.

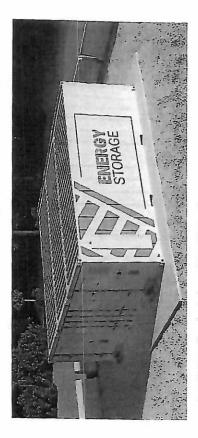
- Battery Storage
- Installed on large racks in battery containers
- Interconnected lithium-ion batteries
- Same technology typical in cell phones or laptops

# **Project Timing**

- 12 months of on-site construction
- Estimated Construction Start Date in Q4 2024
- Estimated Commercial Operations Date in Q4 2025

# Project Investment

■ Estimated ~\$140,000,000 in Y1 property tax values to jurisdictions



# Local Impact

- Limited local hiring, but expecting upwards of 30-40 staff on site at peak during construction using hotel and local services
- No anticipated impact on local roads and traffic. Road use agreement will be in place with County
- No anticipated water needs
- Projects generate almost no noise and require little maintenance once operational which minimizes these impacts to the local community
- Zero emissions facilities, with no adverse impact on air quality



# Uses Of BESS

# Back-up power:

Batteries can provide back-up power to households, businesses, and distribution grids during outages or to support electric reliability. As part of an advanced microgrid setup, batteries can help keep power flowing when the microgrid is islanded, or temporarily electrically separated, from the rest of the grid.

# Balancing grid supply and demand:

Batteries can help balance electricity supply and demand on multiple time scales (by the second, minute, or hour). Fast ramping batteries are particularly well suited to provide ancillary grid services such as frequency regulation, which helps maintain the grid's electric frequency on a second-to-second basis.

# Deferring large infrastructure investments:

Local pockets of growing electricity demand sometimes require electric utilities to build expensive new grid infrastructure such as upgraded substations or additional distribution lines to nandle the higher demand, which can cost upwards of tens of millions of dollars. Installing batteries at strategic locations, at a much lower cost, enables utilities to manage growing demand while deferring large grid investments.

# Peak shaving and price arbitrage opportunities:

By buying power and charging during lower-price (or negative price) periods and selling power and discharging during higher-price periods, batteries can flatten daily load or net load shapes. Shifting portions of electricity demand from peak hours to other times of day also reduces the amount of higher-cost, seldom-used generation capacity needed to be online, which can result in overall lower wholesale electricity prices.

# Reducing end-use consumer demand charges:

Large power consumers such as commercial and industrial facilities can reduce their electricity demand charges, which are generally based on the facilities' highest observed rates of electricity consumption during peak periods, by using on-site energy storage during peak demand times.

# Storing and smoothing renewable generation:

Storing excess solar- and wind-generated electricity and supplying it back to the grid or to local loads when needed can reduce renewable curtailments, negative wholesale power prices coincident with wind and solar over-generation, and price spikes related to evening peak ramping needs. Co-locating batteries with solar and wind generators allows system owners to more predictably manage the power supplied to the grid by combined renewable generator-and-battery systems.



20 Yrs Estimated Tax Summary

Fortissimo BESS

# 11,554,120 Land-Storage 20 Year Est. Taxes

206 Land Only 20 Year Est. Taxes

0.6%

0.6%

0.6%

0.6%

0.6%

0.6%

0.0%

Forestburg ISD

Montague County

Color Creek Water SH

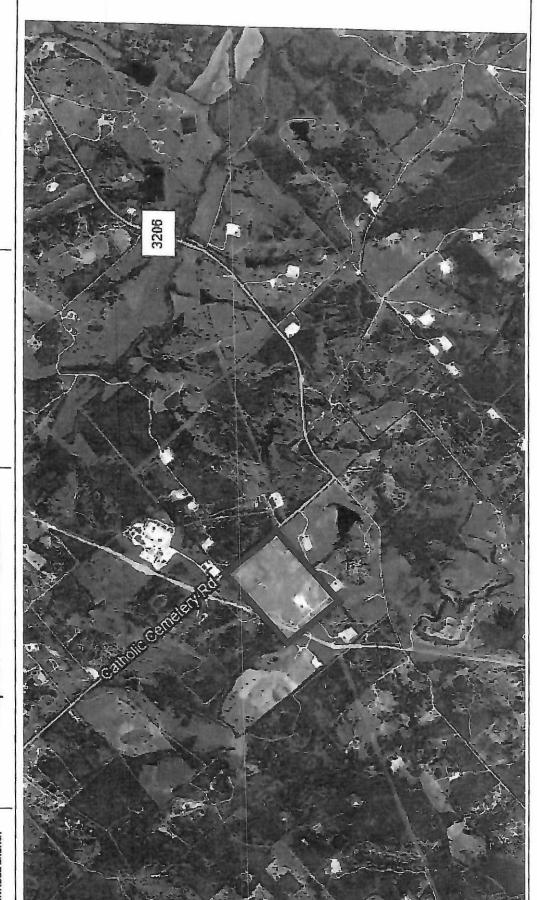
EM 9 4,572,613 20yr Summary by Jurisdiction **4** 2M 120 Land Only Land + Storage 1.00 8 Forestburg ISD Montague County Clear Creek Water SH

Map of Possible Location Fortissimo BESS

Project Location
CATHOLIC CEMETERY RD 6204

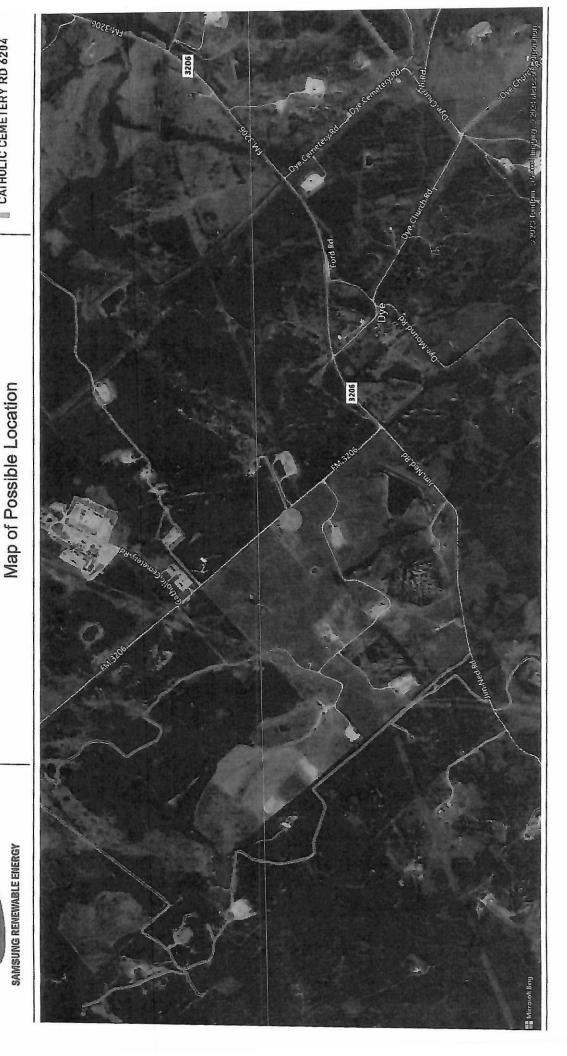
Parcel Boundary

Project Boundary





SAMISUNG



Project Location
CATHOLIC CEMETERY RD 6204

## Racial Profiling Report | Full

Agency Name: MONTAGUE CO. SHERIFF'S OFFICE

Reporting Date: 01/17/2024 TCOLE Agency Number: 337100

Chief Administrator: MARSHALL W. THOMAS

Agency Contact Information: Phone: (940) 894-2871

Email: mthomas@montaguesheriff.com

Mailing Address:

P. O. BOX 127 111 South Grand MONTAGUE, TX 76251-0055

This Agency filed a full report

MONTAGUE CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>MONTAGUE CO. SHERIFF'S OFFICE</u> from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>MONTAGUE CO. SHERIFF'S OFFICE</u> if the individual believes that a peace officer employed by the <u>MONTAGUE CO. SHERIFF'S OFFICE</u> has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>MONTAGUE CO.</u> <u>SHERIFF'S OFFICE</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>MONTAGUE CO. SHERIFF'S OFFICE</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MONTAGUE CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: MARSHALL W. THOMAS

SHERIFF

Date: 01/17/2024

## Total stops: 1247

Street address or approximate local City street US highway County road State highway Private property or other	178 178 373 325 308 63
Was race or ethnicity known prior to	o stop?
Yes	57
No	1190
Race / Ethnicity	
Alaska Native / American Indian	1
Asian / Pacific Islander	11
Black	48
White	1073
Hispanic / Latino	114
Gender	
Female	408
Alaska Native / American II	ndian 1
Asian / Pacific Islander	2
Black	12
White	370
Hispanic / Latino	23
Male	839
Alaska Native / American I	ndian 0
Asian / Pacific Islander	9
Black	36
White	703
Hispanic / Latino	91
Dana an fau atom?	
Reason for stop?	108
Violation of law Alaska Native / American I	VT-07-2-70
Asian / Pacific Islander	ndian 0
Asian / Pacific Islander Black	3
	91
White	91

	Hispanic / Latino	14
Pree	existing knowledge	3
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	3
	Hispanic / Latino	0
Mov	ing traffic violation	548
	Alaska Native / American Indian	1
	Asian / Pacific Islander	6
	Black	17
	White	479
	Hispanic / Latino	45
Vehi	cle traffic violation	588
	Alaska Native / American Indian	0
	Asian / Pacific Islander	5
	Black	28
	White	500
	Hispanic / Latino	55
Wasa	search conducted?	
	search conducted:	
Yes		12/
Yes	Alaska Nativo / American Indian	<b>184</b>
Yes	Alaska Native / American Indian	0
Yes	Asian / Pacific Islander	0 1
Yes	Asian / Pacific Islander Black	0 1 8
Yes	Asian / Pacific Islander Black White	0 1 8 155
	Asian / Pacific Islander Black	0 1 8 155 20
Yes	Asian / Pacific Islander Black White Hispanic / Latino	0 1 8 155
	Asian / Pacific Islander Black White	0 1 8 155 20
	Asian / Pacific Islander Black White Hispanic / Latino	0 1 8 155 20 <b>1063</b>
	Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian	0 1 8 155 20 <b>1063</b>
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander	0 1 8 155 20 <b>1063</b> 1
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black	0 1 8 155 20 <b>1063</b> 1 10 40
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	0 1 8 155 20 <b>1063</b> 1 10 40 918
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search?	0 1 8 155 20 <b>1063</b> 1 10 40 918 94
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search?	0 1 8 155 20 <b>1063</b> 1 10 40 918 94
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 1 8 155 20 <b>1063</b> 1 10 40 918 94
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian Asian / Pacific Islander	0 1 8 155 20 <b>1063</b> 1 10 40 918 94
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 1 8 155 20 <b>1063</b> 1 10 40 918 94

	Hispanic / Latino	9				
Cont	traband	2				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	1				
	Hispanic / Latino	1				
Prob	pable	64				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	6				
	White	49				
	Hispanic / Latino	9				
Inve	ntory	6				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	5				
	Hispanic / Latino	1				
Incid	lent to arrest	10				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	10				
	Hispanic / Latino	0				
Was Co	ontraband discovered?					
Yes		80	Did th	e finding re	esult in	arrest?
			(total s	should equa	al previou	us column)
	Alaska Native / American Indian	0	Yes	0	No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	6	Yes	0	No	6
	White	65	Yes	4	No	61
	Hispanic / Latino	9	Yes	1	No	8
No		104				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	1				
	Black	2				
	White	90				
	Hispanic / Latino	11				

#### Description of contraband Drugs 53 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 5 White 43 Hispanic / Latino 5 Weapons 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Currency 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 0 Hispanic / Latino Alcohol 25 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1 White 20 Hispanic / Latino 4 0 Stolen property Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 0 Hispanic / Latino Other 2 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black White 2 Hispanic / Latino 0 Result of the stop Verbal warning 596

4	
Alaska Native / American Indian	1
Asian / Pacific Islander	5
Black	27
White	509
Hispanic / Latino	54
Written warning	434
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	13
White	380
Hispanic / Latino	35
Citation	180
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	151
Hispanic / Latino	21
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Citation and arrest	36
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	33
Hispanic / Latino	3
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	37
Alaska Native / American Indian	0
Asian / Pacific Islander	0

v.			
	Black		0
	White		33
	Hispanic	/ Latino	4
Viola	tion of Tra	affic Law	0
	Alaska N	ative / American Indian	0
	Asian / P	acific Islander	0
	Black		0
	White		0
	Hispanic	/ Latino	0
Viola	tion of Cit	y Ordinance	0
	Alaska N	ative / American Indian	0
	Asian / P	acific Islander	0
	Black		0
	White		0
	Hispanic	/ Latino	0
Outs	tanding W	arrant	0
	Alaska N	ative / American Indian	0
	Asian / P	acific Islander	0
	Black		0
	White		0
	Hispanic	/ Latino	0
Nas ph	vsical for	ce resulting in bodily injury	used during ston?
Yes	, clour lor	o rooming in bodily injury	0
	Alaska N	ative / American Indian	0
		acific Islander	0
	Black		0
	White		0
	Hispanic	/ Latino	0
		g in Bodily Injury To:	
	Suspe		0
	Office		0
	Both		0
No			1247
	Alaska N	ative / American Indian	1
	Asian / P	acific Islander	11
	Black		48
	White		1073
	Hispanic	/ Latino	114

#### 

**Optional Narrative** 

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

### **MONTAGUE CO. SHERIFF'S OFFICE**

01. Total Traffic Stops:	1247	
02. Location of Stop:		
a. City Street	178	14.27%
b. US Highway	373	29.91%
c. County Road	325	26.06%
d. State Highway	308	24.70%
e. Private Property or Other	63	5.05%
03. Was Race known prior to Stop:		
a. NO	1190	95.43%
b. YES	57	4.57%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	1	0.08%
b. Asian/ Pacific Islander	11	0.88%
c. Black	48	3.85%
d. White	1073	86.05%
e. Hispanic/ Latino	114	9.14%
05. Gender:		
a. Female	408	32.72%
i. Alaska/ Native American/ Indian	1	0.08%
ii. Asian/ Pacific Islander	2	0.16%
iii. Black	12	0.96%
iv. White	370	29.67%
v. Hispanic/ Latino	23	1.84%
b. Male	839	67.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	9	0.72%
iii. Black	36	2.89%
iv. White	703	56.38%
v. Hispanic/ Latino	91	7.30%
06. Reason for Stop:		
a. Violation of Law	108	8.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

iii. Black	3	2.78%	
iv. White	91	84.26%	
v. Hispanic/ Latino	14	12.96%	
b. Pre-Existing Knowledge	3	0.24%	
i. Alaska/ Native American/ Indian	0	0.00%	
ii. Asian/ Pacific Islander	0	0.00%	
iii. Black	0	0.00%	
iv. White	3	100.00%	
v. Hispanic/ Latino	0	0.00%	
c. Moving Traffic Violation	548	43.95%	
i. Alaska/ Native American/ Indian	1	0.18%	
ii. Asian/ Pacific Islander	6	1.09%	
iii. Black	17	3.10%	
iv. White	479	87.41%	
v. Hispanic/ Latino	45	8.21%	
d. Vehicle Traffic Violation	Γ00	47.450/	
i. Alaska/ Native American/ Indian	588	47.15%	
ii. Asian/ Pacific Islander	0	0.00%	
iii. Black	5	0.85%	
iv. White	28	4.76%	
v. Hispanic/ Latino	500 55	85.03% 9.35%	
07. Was a Search Conducted:			
a. NO		Deposition of Property September 1	
i. Alaska/ Native American/ Indian	1063	85.24%	
ii. Asian/ Pacific Islander	1	0.09%	
iii. Black	10	0.94%	
iv. White	40	3.76%	
v. Hispanic/ Latino	918	86.36%	
b. YES	94	8.84%	
i. Alaska/ Native American/ Indian	184	14.76%	
ii. Asian/ Pacific Islander	0	0.00%	
iii. Black	1	0.54%	
iv. White	8	4.35%	
v. Hispanic/ Latino	155 20	84.24% 10.87%	
		. 0.0770	
08. Reason for Search:			
a. Consent	102	8.18%	
1/17/2024			2 of

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.98%
iii. Black	2	1.96%
iv. White	90	88.24%
v. Hispanic/ Latino	9	8.82%
b. Contraband in Plain View	2	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
c. Probable Cause	64	5.13%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	6	9.38%
iv. White	49	76.56%
v. Hispanic/ Latino	9	14.06%
d. Inventory	6	0.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	83.33%
v. Hispanic/ Latino	1	16.67%
e. Incident to Arrest	10	0.80%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	10	100.00%
v. Hispanic/ Latino	0	0.00%
09. Was Contraband Discovered:		
YES	80	6.42%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	0.0070
Finding resulted in arrest - NO	0	
iii. Black	6	7.50%

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	6	
iv. White	65	81.25%
Finding resulted in arrest - YES	4	01.2370
Finding resulted in arrest - NO	61	
v. Hispanic/ Latino	9	11.25%
Finding resulted in arrest - YES	1	11.2370
Finding resulted in arrest - NO	8	
b. NO	104	8.34%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	0.96%
iii. Black	2	1.92%
iv. White	90	86.54%
v. Hispanic/ Latino	11	10.58%
Section Decision Confidence and	116	10.56%
10. Description of Contraband:		
a. Drugs	53	4.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	9.43%
iv. White	43	81.13%
v. Hispanic/ Latino	5	9.43%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	0.0076
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	0.0070
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	25	2.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	4.00%
iv. White	20	80.00%
	20	55.5576

v. Hispanic/ Latino	4	16.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	0.0070
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	2	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
	Ů.	0.0070
11. Result of Stop:		
a. Verbal Warning	596	47.79%
i. Alaska/ Native American/ Indian	1	0.17%
ii. Asian/ Pacific Islander	5	0.84%
iii. Black	27	4.53%
iv. White	509	85.40%
v. Hispanic/ Latino	54	9.06%
b. Written Warning	434	34.80%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	1.38%
iii. Black	13	3.00%
iv. White	380	87.56%
v. Hispanic/ Latino	35	8.06%
c. Citation	180	14.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	4.44%
iv. White	151	83.89%
v. Hispanic/ Latino	21	11.67%
d. Written Warning and Arrest	1	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

e. Citation and Arrest	36	2.89%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	33	91.67%
v. Hispanic/ Latino	3	8.33%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	37	2.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	33	89.19%
v. Hispanic/ Latino	4	10.81%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

13. Was Physical Force Used:

a. NO	1247	100.00%	
i. Alaska/ Native American/ Indian	1	0.08%	
ii. Asian/ Pacific Islander	11	0.88%	
iii. Black	48	3.85%	
iv. White	1073	86.05%	
v. Hispanic/ Latino	114	9.14%	
b. YES	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0		
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0		
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0		
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0		
14. Total Number of Racial Profiling Complaints Received:	0		

REPORT DATE COMPILED 01/17/2024

## **TIER 2 REPORTING**

## **FULL REPORTING**

### **Check One**

- o No motor vehicle or audio equipment
- $_{\circ}$  We choose to full report even though we qualify for the partial exemption

## Racial Profiling Reporting (Tier 2)

Montague County Sheriff's Office
337100
Sheriff Marshall Thomas
Sheriff Mershau Thomas
(940) 894-2871
mthomas @ montque sheriff, com

#### Certification to Report 2.132 (Tier 2)

Policy Requirements (2.132(b) CCP):

Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- 1. Clearly define acts constituting racial
- 2. Strictly prohibit peace officers employed by the agency from engaging in racial
- Implement a process by which an individual may file a complaint with the agency if
  the individual believes that a peace officer employed by the agency has engaged in
  racial profiling with respect to the
- 4. Provide public education relating to the agency's complaint
- 5. Requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this
- 6. Require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating
  - a. The race or ethnicity of the individual
  - b. Whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - c. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
  - d. Whether the peace officer used physical force that resulted in bodily injury, as the term is defined by Section 1.07, Penal Code, During the
  - e. The location of the stop; and
  - f. The reason for the stop; and
- 7. Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. The Commission on Law Enforcement Officer Standards and Education; and
  - b. The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These policies are in ef	fec	١
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Mow V 12.\_\_\_\_.
Chief Administrator

01/17/2024 Date

	Racial Profiling Reporting (Tier 2) (State of Texas Mandatory Form)		
1.	Gender:		
	1.1 Female: 408	32.71%	
	Black: 12	2.94%	
	Asian/Pacific Islander: 2	0.49%	
	White: 370	90.68%	
	Hispanic/Latino: 23	5.63%	
	Alaska Native/American Indian: 1	0.24%	
	1.2 Male: 839	67.28%	
	Black: 36	4.29%	
	Asian/Pacific Islander: 9	1.07%	
	White: 703	83.79%	
	Hispanic/Latino: 91	10.84%	
	Alaska Native/American Indian: 0	0.00%	
	Total: 1247		
2.	Race or Ethnicity:		
	2.1 Black: 48	3.84%	
	2.2 Asian/Pacific Islander: 11	0.88%	
	2.3 White: 1073	86.04%	
	2.4 Hispanic/Latino: 114	9.14%	
	2.5 Alaska Native/American Indian: 1	0.08%	
		Total: 1247	
3.	Was Race or ethnicity known prior to stop?		
	3.1 Yes: 57	4.57%	
	Black: 2	3.50%	
	Asian/Pacific Islander: 0	0.00%	
	White: 53	92.98%	
	Hispanic/Latino: 2	3.50%	
SOLIT PHILIPPANA	Alaska Native/American Indian: 0	0.00%	
	3.2 No: 1190	95.42%	
	Black: 46	3.86%	
	Asian/Pacific Islander: 11	0.92%	
	White: 1020	85.71%	

Hispanic/Latino: 112	9.41%
Alaska Native/American Indian: 1	0.08% Total: 1247
4. Reason for stop:	
4.1 Violation of law other than traffic: 108	8.66%
Black: 3	2.77%
Asian/Pacific Islander: 0	0.00%
White: 91	84.25%
Hispanic/Latino: 14	12.96%
Alaska Native/American Indian: 0	0.00%
4.2 Pre-existing knowledge (warrant): 3	0.24%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 3	100.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
4.3 Moving Traffic Violation: 548	43.94%
Black: 17	3.10%
Asian/Pacific Islander: 6	1.09%
White: 479	87.40%
Hispanic/Latino: 45	8.21%
Alaska Native/American Indian: 1	0.18%
4.4 Vehicle Traffic Violation: 588	47.15%
Black: 28	4.76%
Asian/Pacific Islander: 5	0.85%
White: 500	85.03%
Hispanic/Latino: 55	9.35%
Alaska Native/American Indian: 0	0.00% Total: 1247
5. Street address or approximate location of	Secretary residence (1900)
5.1 City Street: 178	t the stop.
5.2 US Highway: 373	
5.3 County Road: 325	
5.4 State Highway: 308	
5.5 Private Property or Other: 63	
6. Was a search conducted?	
6.1 Yes: 184	14.75%
Black: 8	4.34%
Asian/Pacific Islander: 1	0.54%
White: 155	84.23%
Hispanic/Latino: 20	10.86%

.

Total:	1247
7. Reason for Search?	
7.1 Consent: 102	55.43%
Black: 2	1.96%
Asian/Pacific Islander: 1	0.98%
White: 90	88.23%
Hispanic/Latino: 9	8.82%
Alaska Native/American Indian: 0	0.00%
7.2 Contraband/Evidence in Plain View: 2	1.08%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 1	50.00%
Hispanic/Latino: 1	50.00%
Alaska Native/American Indian: 0	0.00%
7.3 Probable Cause or Reasonable Suspicion: 64	34.78%
Black: 6	9.37%
Asian/Pacific Islander: 0	0.00%
White: 49	76.56%
Hispanic/Latino: 9	14.06%
Alaska Native/American Indian: 0	0.00%
7.4 Inventory: 6	3.26%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 5	83.33% 16.66%
Hispanic/Latino: 1 Alaska Native/American Indian: 0	0.00%
7.5 Incident to Arrest/Warrant: 10	5.43%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 10	100.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
	: 184

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Black: 6	7.5%
Asian/Pacific Islander: 0	0.00%
White: 65	81.25%
Hispanic/Latino: 9	11.25%
Alaska Native/American Indian: 0	0.00%
8.2 No: 104	56.52%
Black: 2	1.92%
Asian/Pacific Islander: 1	0.96%
White: 90	86.53%
Hispanic/Latino: 11	10.57%
Alaska Native/American Indian: 0	0.00%
Т	otal: 184
8a.1 Did the finding result in arrest?	
8a.1 Yes:	
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 4	80.00%
Hispanic/Latino: 1	20.00%
Alaska Native/American Indian: 0	0.00%
8a.1 No:	
Black: 6	8.00%
Asian/Pacific Islander: 0	0.00%
White: 61	81.33%
Hispanic/Latino: 8	10.66%
Alaska Native/American Indian: 0	0.00%
9. Description of Contraband:	
9.1 Illegal Drugs/Drug Paraphernalia: 53	66.25%
Black: 5	9.43%
Asian/Pacific Islander: 0	0.00%
White: 43	81.13%
Hispanic/Latino: 5	9.43%
Alaska Native/American Indian: 0	0.00%
9.2 Currency: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
9.3 Weapons: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%

Alaska Native/American Indian: 0	0.00%
9.4 Alcohol: 25	31.25%
Black: 1	4.00%
Asian/Pacific Islander: 0	0.00%
White: 20	80.00%
Hispanic/Latino: 4	16.00%
Alaska Native/American Indian: 0	0.00%
9.5 Stolen Property: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
9.6 Other: 2	2.5%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 2	100.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian; 0	0.00%
	Total: 80
10. Result of the Stop:	
10.1 Verbal Warning: 596	47.79%
Black: 27	4.53%
Asian/Pacific Islander: 5	0.83%
White: 509	85.40%
Hispanic/Latino: 54	9.06%
Alaska Native/American Indian: 1	0.16%
10.2 Written Warning: 434	34.80%
Black: 13	2.99%
Asian/Pacific Islander: 6	1.38%
White: 380	87.55%
Hispanic/Latino: 35	8.06%
Alaska Native/American Indian: 0	0.00%
10.3 Citation: 180	14.43%
Black: 8	4.44%
Asian/Pacific Islander: 0	0.00%
White: 151	83.88%
Hispanic/Latino: 21	11.66%
Alaska Native/American Indian: 0	0.00%
10.4 Written Warning and Arrest: 1	0.08%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
resident delite islander.	(1.111.71)

Hispanic/Latino: 1	100.00%
Alaska Native/American Indian: 0	0.00%
10.5 Citation and Arrest: 36	2.88%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 33	91.66%
Hispanic/Latino: 3	8.33%
Alaska Native/American Indian: 0	0.00%
10.6 Arrest: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
	Total: 1247
11. Arrest Based On:	
11.1 Violation of Penal Code: 37	100.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 33	89.18%
Hispanic/Latino: 4	10.81%
Alaska Native/American Indian: 0	0.00%
11.2 Violation of a Traffic Law: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
11.3 Violation of City Ordinance: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
11.4 Outstanding Warrant: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	0.00%
12. Was force resulting in bodily injury used durin	
12.1 Yes: 0	0.00%
Black: 0	0.00%

a.

Islander: 0	0.00%
	0.00%
10: 0	0.00%
American Indian: 0	0.00%
Bodily Injury to Suspect(s) Only:	
Bodily Injury to Officer(s) Only:	
Bodily Injury to Both:	
Total Injuries:	
	100.00%
	3.84%
Islander: 11	0.88%
	86.04%
10: 114	9.14%
American Indian: 1	0.08%
laints of racial profiling?	
	Bodily Injury to Both:

## Please submit electronically the analysis in PDF format required by 2.134 CCP(c) which contains:

- 1) A comparative analysis of the information compiled under Article 2.133 to:
  - Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
  - b) Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

2) Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

This analysis meets the above			- model
requirements	Chief Administrator	Date	
	Manugho	01/17/2024	

Receipt # 984692

Operator KRISTI Posting Date 1/31/2024 Pay Batch REFUND(23004)

### MONTAGUE COUNTY TAX OFFICE

#### DUPLICATE RECEIPT

1 Page of

Receipt Date 1/31/2024

MONTAGUE COUNTY TAX OFFICE

P.O. BOX 8 **MONTAGUE, TX 76251** PHONE: 940-894-3601

**EMAIL: TAC@CO.MONTAGUE.TX.US** 

Payment Notation

JAN 2024 CREDIT BALANCE

Tendered Detail	Amount
REFUND CHECK	-4,600.17
	0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Receipted Amount	-4,600.17

PAID TO TIPTON KENNETH **PO BOX 38** 

**FORESTBURG, TX 76239-0038** 

1/31/2024 \* Compute Date:

Property Owner as of Payment

#### TIPTON KENNETH

Refund

Identification	Legal Information
PROP ID: R000024081	LEGAL: AB 646, S ROBERTS ACRES: 8.770
GEO ID: 20646.0000.0000.0151	SITUS: 1469 FM 1655

HS

Taxable Tax Rate **Total Paid Late Fees** +/-Year **Taxing Entities Base Tax Paid** P&I **Atty Fees** Value Per \$100 0.00 0.00 -240.85 FO-FORESTBURG ISD 322,560 -240.85 0.00 0.00 2021 0.9634 0.00 -390.29 2021 MG-MONTAGUE COUNTY 278,372 0.5641 -390.29 0.00 0.00 0.00 -1,015.14 2022 FO-FORESTBURG ISD 346,110 0.8695 -1,015.14 0.00 0.00 0.00 0.00 0.00 0.00 -775.40 2022 308,888 0.5036 -775.40 0.00 0.00 MG-MONTAGUE COUNTY 0.00 0.00 -1,341.84 0.00 0.00 2023 FO-FORESTBURG ISD 324,720 0.738 -1,341.84-836.65 2023 MG-MONTAGUE COUNTY -836.65 0.00 0.00 0.00 0.00 339,776 0.5017 -4,600.17 4.1403 -4,600.17 0.00 0.00 0.00 0.00

-4,600.17 **Total Paid** 

Forestburg: \$ 2,597.83 Montague: \$ 2,002.34 4,600.17

Receipt # 986176 Operator KATHY

**MONTAGUE COUNTY TAX OFFICE** 

Page 3

Posting Date 2/6/2024

REFUND(23026)

**ORIGINAL RECEIPT** 

Receipt Date 2/6/2024

**MONTAGUE COUNTY TAX OFFICE** 

P.O. BOX 8

Pay Batch

**MONTAGUE, TX 76251** 

PHONE: 940-894-3601 EMAIL: TAC@CO.MONTAGUE.TX.US

Tendered Detail	Amount
REFUND CHECK	-20.45
	0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Receipted Amount	-20.45

PAID TO HERNANDEZ JESUS A **306 E BLUEMOUND RD NOCONA, TX 76255** 

\* Compute Date:

2/6/2024

Property Owner as of Payment

#### **HERNANDEZ JESUS A**

Refund

Identification	Legal Information
PROP ID: R000009881 GEO ID: 20389.0000.0775.0005 HS	LEGAL: AB 389, J D JENNINGS SURVEY ACRES: 0.340 SITUS: E BLUEMOUND RD

SITUS: E BLUEMOUND RD

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2021	MG-MONTAGUE COUNTY	2,232	0.5641	-3.15	0.00	0.00	0.00	0.00	-3.15
2021	NO-NOCONA ISD	2,511	0.8922	-2.49	0.00	0.00	0.00	0.00	-2.49
2022	MG-MONTAGUE COUNTY	2,232	0.5036	-2.81	0.00	0.00	0.00	0.00	-2.81
2022	NO-NOCONA ISD	2,454	0.8546	-2.87	0.00	0.00	0.00	0.00	-2.87
2023	MG-MONTAGUE COUNTY	2,232	0.5017	-2.80	0.00	0.00	0.00	0.00	-2.80
2023	NO-NOCONA ISD	1,932	0.738	-6.33	0.00	0.00	0.00	0.00	-6.33
			4.0542	-20.45	0.00	0.00	0.00	0.00	-20.45

Quick Link:

-20.45 **Total Paid** 

MG \$8,76 PJ.11 & ADIM

Receipt #

986175

Operator KATHY Posting Date 2/6/2024 **MONTAGUE COUNTY TAX OFFICE** 

Page ' 2 of

**ORIGINAL RECEIPT** 

Receipt Date 2/6/2024

MONTAGUE COUNTY TAX OFFICE

REFUND(23026)

P.O. BOX 8

Pay Batch

**MONTAGUE, TX 76251** 

PHONE: 940-894-3601

**EMAIL: TAC@CO.MONTAGUE.TX.US** 

Tendered Detail	Amount
REFUND CHECK	-3,544.43
	0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Receipted Amount	-3,544.43

PAID TO HERNANDEZ JESUS A **306 E BLUEMOUND RD NOCONA, TX 76255** 

\* Compute Date:

2/6/2024

Property Owner as of Payment

#### **HERNANDEZ JESUS A**

Refund

Identification	Legal Information
PROP ID: R000007715	LEGAL: AB 233, ETRR CO SURVEY, (J D JENNINGS A-
GEO ID: 20233.0000.0000.0500	389) ACRES: 5.870
HS	SITUS: 306 E BLUEMOUND RD

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P&I	Atty Fees	Late Fees	+/-	Total Paid
2021	MG-MONTAGUE COUNTY	197,728	0.5641	-278.85	0.00	0.00	0.00	0.00	-278.85
2021	NO-NOCONA ISD	222,439	0.8922	-220.56	0.00	0.00	0.00	0.00	-220.56
2022	MG-MONTAGUE COUNTY	217,504	0.5036	-561.95	0.00	0.00	0.00	0.00	-561.95
2022	NH-NOCONA HOSPITAL DIST	271,880	0.1611	-92.16	0.00	0.00	0.00	0.00	-92.16
2022	NO-NOCONA ISD	232,216	0.8546	-827.88	0.00	0.00	0.00	0.00	-827.88
2023	MG-MONTAGUE COUNTY	239,248	0.5017	-508.38	0.00	0.00	0.00	0.00	-508.38
2023	NH-NOCONA HOSPITAL DIST	299,060	0.1669	-69.30	0.00	0.00	0.00	0.00	-69.30
2023	NO-NOCONA ISD	207,064	0.738	-985.35	0.00	0.00	0.00	0.00	-985.35
			4.3822	-3,544.43	0.00	0.00	0.00	0.00	-3,544.43



**Total Paid** -3,544.43

MG: \$1,349,18

NICO: \$ 2,033.79

NH: \$161.46

\$ 3,544,43

Receipt # 986174

Operator KATHY Posting Date 2/6/2024 REFUND(23026) Pay Batch

MONTAGUE COUNTY TAX OFFICE

Page 1 of

ORIGINAL RECEIPT

Receipt Date 2/6/2024

MONTAGUE COUNTY TAX OFFICE

P.O. BOX 8

**MONTAGUE, TX 76251** PHONE: 940-894-3601

**EMAIL: TAC@CO.MONTAGUE.TX.US** 

Tendered Detail	Amount
REFUND CHECK	-619.44
	0.00

Transaction Summary	Amount
Total Amount Due	0.00
Total Receipted Amount	-619.44

PAID TO HERNANDEZ JESUS A **306 E BLUEMOUND RD NOCONA, TX 76255** 

\* Compute Date:

2/6/2024

Property Owner as of Payment

#### **HERNANDEZ JESUS A**

Refund

Identification	Legal Information
PROP ID: R000007709 GEO ID: 20233.0000.0000.0250 HS	LEGAL: AB 233, ETRR CO SURVEY ACRES: 1.800 SITUS: E BLUEMOUND RD

Taxable Tax Rate Year **Taxing Entities** +/-**Total Paid** Value Per \$100 **Base Tax Paid** P&I **Atty Fees Late Fees** 2021 MG-MONTAGUE COUNTY 0.00 15,360 0.5641 -21.66 0.00 0.00 0.00 -21.66NO-NOCONA ISD 2021 -15.91 17,416 0.8922 -15.910.00 0.00 0.00 0.00 2022 MG-MONTAGUE COUNTY 16,896 0.5036 -94.85 0.00 0.00 0.00 0.00 -94.85 2022 NH-NOCONA HOSPITAL DIST 21,120 0.00 0.00 0.00 0.00 -23.540.1611 -23.542022 NO-NOCONA ISD 17,232 0.00 0.00 -158.09 0.8546 -158.09 0.00 0.00 2023 MG-MONTAGUE COUNTY 18,584 0.5017 -107.240.00 0.00 0.00 0.00 -107.242023 -27.92 NH-NOCONA HOSPITAL DIST 23,230 0.1669 -27.92 0.00 0.00 0.00 0.00 2023 NO-NOCONA ISD 16,893 0.738 -170.23 0.00 0.00 0.00 0.00 -170.234.3822 0.00 0.00 0.00 0.00 -619.44 -619.44

Quick Link:

**Total Paid** -619.44

MG: \$ 283,75

NISO: \$ 344.23

NH : \$ 51,46

### **SERVICES AGREEMENT**

#### FINDINGS:

- CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.
- Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
- 3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

#### AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

#### 1. GENERAL TERMS AND CONDITIONS

- 1.1 Definitions.
- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

- 1.1.3 "TAC" means the Texas Association of Counties.
- 1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

#### 1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

#### 1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

### 1.4 Abuse of Services and CIRA's rights.

- 1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.
- 1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.
- 1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

- 1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.
- 1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:
- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of hosted content; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.
- 1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

#### 1.5 Security.

- 1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person for any reason. A CIRA representative will never ask you for your password. If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.
- 1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.
- 1.5.3 Security enhancements. CIRA may make updates and/or implement changes

to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

#### 1.6 Intellectual Property.

- 1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.
- 1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:
- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

#### 1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION

SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

#### 1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contactors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

#### 1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

#### To CIRA:

The County Information Resources Agency c/o Texas Association of Counties
1210 San Antonio Street

Austin, Texas 78701
Attn: CIRA Manager
Support@county.org

Fax: (512) 479-1807

#### To Member:

To the CIRA Coordinator specified on the signature page.

#### 1.10 Term and Termination.

- 1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.
- 1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.
- 1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

#### 1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

#### 1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

#### 1.13 Amendment.

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

#### 1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

#### 1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### 1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancelation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

#### 2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

#### 2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

#### 2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

#### 2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

#### 2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.

#### 2.5 Email Administrator.

Member shall designate three individuals who will authorize the fulfillment of emailrelated requests submitted to CIRA by Member county. At the Member's discretion, it
may grant additional administrative access to the three designated email
administrators to manage the Member's email accounts and perform the duties set
forth below. CIRA will provide training to an Email Administrator as necessary to
facilitate Member use of CIRA Services and to promote compliance with CIRA
policies and guidelines. The frequency and content of any training provided under this
section will be at CIRA's discretion.

#### 2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

- 2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.
- 2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.
- 2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.
- 2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.
- 2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.
- 2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.
- 2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

#### 2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <a href="https://www.county.org/TAC-CIRA">https://www.county.org/TAC-CIRA</a>.

#### 2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

- 2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.
- 2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.
- 2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.
- 2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.
- 2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

#### 2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

#### 3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

#### 3.1 Internet domain name.

Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

#### 3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

#### 3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

#### 3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

#### 3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

#### 3.6 Website posting.

- 3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.
- 3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:
- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) Any edit request submitted by Member that is deemed a customization of the

website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

- 3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.
- 3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.
- 3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.
- 3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.
- 3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

#### 3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites:
- ensuring the accuracy of materials posted on the website, including third- party material; and

(c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

#### 3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

#### 4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

#### COUNTY INFORMATION RESOURCE AGENCY

By:	Date:	
Executive Director		
Texas Association of Counties		
MEMBER:		
Ву:	Date:	
[Signature]		
Kevin Benton		
[Printed Name]		
County Judge		
[Title]		

#### CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: <u>JESSICA MOSTER</u>
Title: _IT DIVERADY
County: Montague
County: Montague Telephone Number: 940-894-2549
Email Address: _ & thomas@ Montaguesheriff . com
Physical Address: 11339 SH 59 N, Montague, TX. 16251

**MEMBER EMAIL ADMINISTRATOR** (required - applicable for email services only) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

Level 1 (Required for all Email Administrators)

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

Level 2 (Optional for all Email Administrators)

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

Level 3 (Optional for all Email Administrators - Use discretion when granting)

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level.** It is suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.

Email Administrator 1 (required)
Name: Jessica Moster
Title: _ IT Director
County: Montague
Telephone Number: 940 894 2549
Email Address: Ithomas @ Montaguesheriff-com
Physical Address: 11339 8H 59 N, Montague, Tx. 70251
Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.
☐ <b>Level 2 (optional)</b> Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)
Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.
Email Administrator 2 (required)
Name: Angelia Richardson
Title: Admin Assistant, Co. Judge's Office
County: Montagne
Telephone Number: 940.894.2401
Email Address: archardson @ co. montague. tx us
Physical Address: 11339 8H 59 N. Montague, TX 71251

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.
☐ <b>Level 2 (optional)</b> Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)
□ <b>Level 3 (optional)</b> Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.
Email Administrator 3 (required)
Name:
Title:
County:
Telephone Number:
Email Address:
Physical Address:
<b>Level 1 (required)</b> Provide this email administrator with privileges to approve or reject email-related requests.
☐ <b>Level 2 (optional)</b> Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)
□ Level 3 (optional) Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

## Exhibit A: Email Services, Pricing and Order Form

#### **Email Services**

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: Montague

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
# of Email Accounts:	Plan 1: Microsoft 365 Business Basic Email (50 GB)  Exchange email, instant messaging and collaboration tools.  50 GB mailboxes Enhanced email anti-virus and SPAM protection Includes online-only version of Office Suite applications (Word, Excel, etc.) Collaboration tools like SharePoint and Teams 1 TB of One Drive Storage Active directory integration Content protections through Content Search Maximum of 300 users Email migration included	\$4.90 per email / per month  + 30%  Management Fee per month

# of Email Accounts:	<ul> <li>Plan 2: Microsoft 365 Business Standard Email (50 GB)</li> <li>Full featured productivity suite including collaboration tools, and the full Microsoft Office suite</li> <li>50 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>Collaboration tools like SharePoint and Teams</li> <li>1 TB of One Drive Storage</li> <li>Active directory integration</li> <li>Content protections through Content Search</li> <li>Maximum of 300 users</li> <li>Email migration included</li> </ul>	\$12.40 per email / per month + 30% Management Fee per month
# of Email Accounts:	Plan 3: Microsoft 365 Business Premium Email (50 GB)  Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features.  50 GB mailboxes  Enhanced email anti-virus and SPAM protection Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user Collaboration tools like SharePoint and Teams 1 TB of One Drive Storage Active directory integration Content protections through Content Search and Data Loss Prevention Maximum of 300 users Email migration included Includes Exchange Online Archiving Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.)	\$21.90 per email / per month + 30% Management Fee per month

	Plan 4: Office 365 Enterprise - E1 (50 GB)	\$7.90 per email / per month
# of Email Accounts:	Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan.  50 GB mailboxes Enhanced email anti-virus and SPAM protection Includes online-only version of Office Suite applications (Word, Excel, etc.) Collaboration tools like SharePoint and Teams 1 TB of One Drive Storage Active directory integration Content protections through Content Search Unlimited number of users Email migration included	+ 30% Management Fee per month
# of Email Accounts:	Plan 5: Office 365 Enterprise - E3 (100 GB)  Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan.  100 GB mailboxes Enhanced email anti-virus and SPAM protection Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes)  1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) Active directory integration Content protections through Content Search, Core eDiscovery, and Data Loss Prevention Unlimited number of users Email migration included	\$19.90 per email / per month + 30% Management Fee per month
# of Email Accounts	Plan 6: Office 365 Exchange Online Plan 1 (50 GB)  Reliable business class email with 50 GB mailbox per user  50 GB mailboxes Enhanced email anti-virus and SPAM protection Active directory integration Content protections through Content Search Unlimited number of users Email migration included	\$3.90 per email / per month + 30% Management Fee per month

	Plan 7: Exchange Online Plan 2 (100 GB)	\$7.90 per email / per month
# of Email Accounts:	All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention.  100 GB mailboxes Enhanced email anti-virus and SPAM protection Active directory integration Content protections through Content Search and Data Loss Prevention Unlimited number of users Email migration included	+ 30% Management Fee per month
# of Email Accounts:	Plan 8: Office 365 - F3 (2 GB)  Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications.  2 GB mailboxes Enhanced email anti-virus and SPAM protection Includes online-only version of Office Suite applications (Word, Excel, etc.) Collaboration tools like SharePoint and Teams 2 GB of OneDrive storage Active directory integration Content protections through Content Search Unlimited number of users Email migration included	\$3.90 per email / per month + 30% Management Fee per month
# of Email Accounts	Add-On Feature 1: Email Archiving  Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.  From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	\$3.00 per email / per month + 30% Management Fee per month

	Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1)	\$3.00 per email / per month
# of Email Accounts:	Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	+ 30% Management Fee per month
# of Email Accounts:	Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)  All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	\$8.00 per email / per month + 30% Management Fee per month
# of Email Accounts:	Add-On Feature 4: Azure Information Protection (Plan 1)  Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	\$3.00 per email / per month + 30% Management Fee per month
# of Email Accounts:	Add-On Feature 5: Azure Active Directory Premium P1  A robust set of capabilities to empower organizations with more complex identity and access management needs.	\$5.00 per email / per month + 30% Management Fee per month
Printed Name:_	Title:	
Authorized Sign	nature:Date:	

## Exhibit B: Website Services, Pricing and Order Form

#### **Website Services**

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: Montague

elected Service	Website Service Description	Cost
	<ul> <li>Modern &amp; streamlined pre-set website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>This package does not qualify for website postings addon option</li> </ul>	\$1,550 per year
	<ul> <li>Includes all features of Standard Package, plus website postings add-on</li> <li>Modern &amp; streamlined pre-set website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> </ul>	\$3,550 per year

<ul> <li>Modern &amp; streamlined website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>Custom designed website layout</li> <li>Advanced website modules like blogs, database, custom site search engine and mobile website</li> </ul>	\$4,500 first year (includes set-up fee & first annual payment)  /  \$3,200 annual fee (after first year)
<ul> <li>Modern &amp; streamlined website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>Custom designed website layout</li> <li>Advanced website modules like blogs, database, custom site search engine and mobile website</li> <li>Communicator module to prominently place county news &amp; announcements on website homepage</li> </ul>	\$5,500 first year (includes set-up fee & first annual payment)  /  \$4,200 annual fee (after first year)
<ul> <li>Available for Premium and Ultimate Website Packages only at a discounted rate</li> <li>Website content posts and edits fulfilled by TAC CIRA staff on your behalf</li> <li>Edits are submitted via email or web form</li> </ul>	\$1,800 per year

Selected Service	Website Service Description	Cost
	<ul> <li>If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.</li> <li>Performing content migration from one website to another.</li> </ul>	\$50 / per hour
	<ul> <li>Available for Ultimate Website Packages only</li> <li>Custom designed Mobile App for iOS and Android</li> <li>Mobile Apps available for download in the App Store and Google Play Store</li> <li>Project Management Services for Setup Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> </ul>	\$6,500 first year (includes set- up fee & first annual payment)  /  \$5,000 annual fee (after first year)
	New Custom Seal/Logo Design     Have a new custom seal or logo designed for your county, department or program     Includes up to three custom design mockups     Final design format: Vector	\$2,000 per logo
	<ul> <li>Give your existing county seal or program logo a refreshed look</li> <li>Includes design and color modifications</li> <li>Price quote provided upon request</li> <li>Final design format: Vector</li> </ul>	\$150 / per hour
Printed Name:	Kevin Benton Title:County	Judge
Authorized Sig	nature: Date:	

# Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

- I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
- The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: <a href="https://www.county.org/TAC-CIRA/Email-Services">https://www.county.org/TAC-CIRA/Email-Services</a>;
- I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
- My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
- 5. I will keep my password secure and not disclose it to any other person for any reason;
- 6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
- If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.
- 8. I will abide by and consent to the following terms and conditions
  - Rackspace Acceptable Use Policy (AUP)
  - Microsoft End User License Terms
  - Microsoft License Mobility Terms

SIGNED theday of	, 20	
Signature:		
Printed Name:	Title:	
County:		
Email address:		

February 1, 2024

#### Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2024, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2024 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2024, assuming program deadlines are met.

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2024 reports. Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable. The information provided will be used to determine:

- 1) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 2) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the **2024 ARTS Renewal Confirmation Program Agreement** on page 1. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to <u>ARTS@county.org</u> no later than 3/31/2024 if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



# ACA Reporting and Tracking Service (ARTS) 2024 Renewal Confirmation Program Agreement

HEBP Member: (Pooled Group or ASO)

#### **Program Services**

The ARTS program includes the following services:

- Measurement, Administrative, and Stability Period tracking for 2024 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2023 data was provided by county/district);
- Reporting for your county/district regarding the status of potential benefits-eligible employees;
- Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee);
- Transmission of your county/district's 1094C and 1095C forms to the IRS.

#### **Program Requirements**

- 1) Participants agree to provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by <u>TAC HEBP</u> (ARTS Data File Guide attached):
  - Payroll data files must be provided for each payroll cycle, and should be submitted at least once per calendar month.
  - o Employee data files must be provided, at a minimum, once per quarter.
  - LOA data files may be provided if and when applicable.

NOTE: It is critical that you provide your files in the proper format and the correct naming convention. Failure to do so may result in our inability to provide this service to your county or district.

2) Group agrees to pay program fees as described in the 2024 ARTS Fee Schedule on page 2.

#### **Enrollment and Data Submission Deadlines**

- Please refer to the enclosed "2024 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than March 31, 2024 in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 5, 2024, to avoid late fees, however, we recommend that you continue sending your files after each payroll or at least monthly to avoid getting backlogged.

Initials
_ IIIIIIII



# ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2024 Fee Schedule for Renewing Participant

1	$\checkmark$	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2		Optional Forms Distribution (group chooses to have TAC mail employee forms)	\$ 1.50 / form	If applicable, will be billed in 2025 after forms are produced
3		Late fee for service election form (after 3/31/2024)	\$1,500	
4		Late fee for data submission (after 8/5/2024 and/or 1/10/2025)	\$3,000	If applicable, will be billed in 2025 after forms are produced
		Total Amount Due: (if zero, enter 0.00)		<u>\$</u> 0.00

\*Per 1095C form

Fees subject to change annually

T 1
Initials



## ACA Reporting and Tracking Service (ARTS) Contact Designation Form

appoints, a or above ar respect to s to change in Name:	nd agrees that any notic	e provided below, a ce to, or agreement b nder, shall be bindin ty from time to time ue, TX 76251	Contra by, a Go g on the by giv	cting Authority o roup's Contracting te Group. Each G	roup reserves the right			
Email:	co.judge@co.mont	ague.tx.us						
	ontact: Main contact for Jennifer Fenoglio	r data file and repor		atters pertaining t County Treasure				
Name:		Mantana TV 7005	Title:	•				
Mailing Address: P O Box 186, Montague, TX 76251								
Delivery Add	dress (no PO Boxes):	01 E. Franklin, Cour	thouse	4th Floor, Monta	gue, TX 76251			
Phone:	940-894-2161		HIPAA	Secured Fax#: 940	)-894-3110			
Email:	j.fenoglio@co.mon		_					
Other Contac	et Emails for ARTS corresp	ondence regarding dat	a files, i	f any:				
				02/12/2024				
Signatu	re of County Judge or C	Contracting Authority	-	Date				
Kevin	Kevin Benton, County Judge							
_	ame and Title		_					
Payroll So Software	oftware provider: Tyler Te Version #: Incode X	chnologies						

## ORDER GRANTING PERMIT AND RIGHT-OF-WAY TO CONSTRUCT PIPELINE

STATE OF TEXAS		X X	Peba Oil & Gas Inc.
COUNTY OF MON	TAGUE	X	
Commissioner's Cou & Gas Inc. for a perr COBB HOLLOW R such application and	art of Montague County nit and right-of-way to OAD of the County of is here referred to and	y, Texas lay, con Montag made a	2024, at a regular Term and Session of the s, came to be considered the application of <u>Peba Oil</u> enstruct, maintain, operate a <u>ROAD CROSSING</u> on gue, State of Texas, and the court having considered part hereof, and having determined that the permit ed, it is accordingly ordered by the Court:
1.	privilege and right-of operate a pipeline alo	way to ng, ove	ne, State of Texas, does hereby grant the right, of Peba Oil & Gas Inc., to lay, construct, maintain, er, across or under the public roads, streets, Montague, State of Texas.
2.	and maintained as no	t to inte	o buried, cased or uncased, covered, constructed erfere with the use and occupancy of such roads by e buried 3 feet-cased or 6 feet-uncased below bar
3.	-		I pipeline required for any State Farm to Market road would be at 100 per cent cost to Peba Oil &
4.	0 . 1	l in said	s and right-of-way herein above mentioned are by d <u>Peba Oil &amp; Gas Inc.</u> , its successors and assigns, cedure.
			Kevin Benton, County Judge
STATE OF TEX	X		Peba Oil & Gas Inc.
known to me to acknowledged to	be the person whose na	me is s	his personally appeared <u>Kevin Benton</u> , ubscribed to the foregoing instrument and e for the purposes and consideration therein
Given ur My commission	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	of office	e this
			Notary Public in and for Montague County, Texas

## **MONTAGUE COUNTY**APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE:F	Feb. 5, 2024
NAME:	Peba Oil & Gas Inc
ADDRESS: _	313 Clay Street, Nocona, TX 76255
CONTACT P	ERSON: Cheryl Johnson _TELEPHONE NO940-825-4825_
ROAD NAMI	E: Cobb Hollow Road COMMISSIONER PCT. 1 2 3 4 XX
(GPS Coordinate	ntes: LatitudeLongitude es for Road Crossings) MPORARYXXPERMANENTPLAT ATTACHED
explanation o	nt is an application for a permit and right-of-way. Please give a descriptive of the work to be done: a gas line underneath a county road The line to be buried is a stretch of 1" poly pipe. Peba will bury a 30' stick of 2-7/8" steel pipe under the dirt road and run the 1" poly through the 2-7/8 pipe to the other side of road. We will trench the road with our skid steer and cover the road back up and grade the road with our grader attachment for the skid steer.
Commissione	ation for the permit and right-of-way is approved by the Montague County rs Court and an Order to grant the permit and right-of-way for such pipeline or would be granted, the following is understood:
1.	That such pipeline or utility lines shall be so buried, cased at 3 feet below bar ditch or uncased at 6 feet below bar ditch, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2.	That any adjustments of said pipeline or utility lines required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3.	That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4.	Fees may or may not apply. If fees apply, fees need to accompany the application.
5.	Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.
6.	Utility lines shall be so buried at least 36 (thirty-six) inches in order to be able to maintain roads and ditches.

Source of the water:
Full Name and Address of Property Owner:
Well Site Physical Address: UTGCD ID#:
Type of Water Used:
Surface Water Percentage Ground Water Percentage Both Percentage
GPS Coordinates: Latitude33.780926Longitude97.532065
Meter Serial Number:
Beginning Meter Reading (as displayed on meter):
Ending Meter Reading (as displayed on meter):
Location of the use of the water:County:
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No
If yes, explain how the water was measured and include amount transported.
AFFIRMATION
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
DATE 2.5.24 SIGNATURE Mitch Atteberry









### My location





Latitude
33.780926
N 33°46'51.33400"

Longitude
-97.532065
W 97°31'55.43300"

Altitude

299 yd

Coordinates

11 yd

accuracy

00:01:03

Location age

Ad served by Google

Ad options

Send feedback

Why this ad? ®

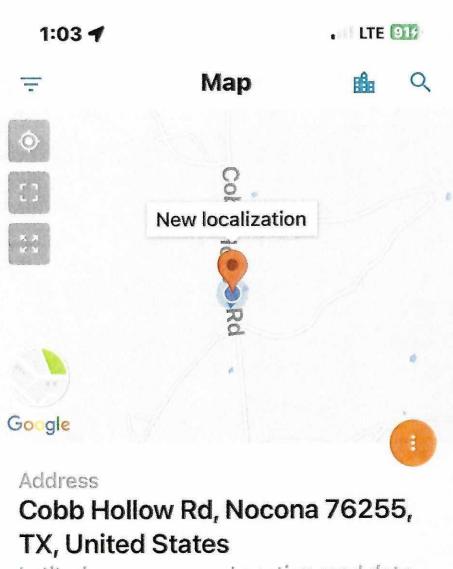








0



Latitude

Location read date

N

2/5/24, 1:02 PM

33°46'51.334... Altitude

Longitude

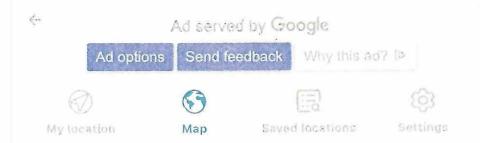
299 yd

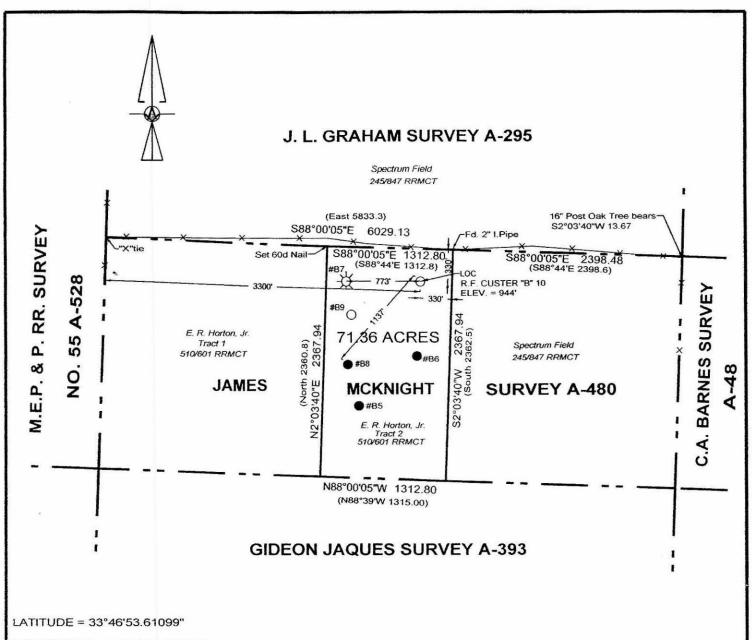
W

97°31'55.433...

Distance

0 yd





LONGITUDE = -97°31'49.02850"

Elevations based on NAD27 datum

THE ABOVE WELL LOCATION WAS STAKED AS SHOWN PATRICK LLOYD WALTERS REGISTERED PROFESSIONAL LAND SURVEYOR #4614



( ) = Record Call

Bearings based on "WGS datum" established by GPS

#### LOCATION PLAT - R. F. CUSTER "B" 10 JAMES MCKNIGHT SURVEY A-480

SCALE 1" = 1000' PLAT 11-05-2011 WALTERS LAND SURVEYING COMPANY REGISTERED PROFESSIONAL LAND SURVEYORS P. O. BOX 1166 BOWIE, TEXAS

DRAWN BY C.L.W. JOB NO.1035-1465

MONTAGUE COUNTY - TEXAS PEBA OIL AND GAS CO.

SURVEYED 11-05-2011

FB 20

OFFICE PHONE (940) 872-4718

			C.A. BARNES SURVEY A-48				N.		PEBA OIL AND GAS CO.	OACRES	2-480	MONTAGUE COUNTY, TEXAS	SCALE 1" = 1000'
J.L. GRAHAM SURVEY A-295	ROSS OIL COMPANY CHOLLO OIL COMPANY	PEBA OIL & GAS "" #7 "" CHOLLO OIL COMPANY COMPANY		25.75		767 - 276	A-480	PEBA OIL COMPANY CHOLLO OIL COMPANY		G.R. JAGUEZ SURVEY			TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
¥			JP&PRR SURVEY A-588		4	100					,	150	ਜ <b>਼</b> ਜ਼ਹਮ.ਜ਼

#### Appendix A

Name of Subdivision: ROBB ADDITION
Contact Person: WABE BROWN / JWAIM Phone Number: 940-872-5075

#### MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST FIRST READING (PRELIMINARY)

YES	<b>NO</b>	<b>N/A</b> □	Name of proposed subdivision.
ď			Name and address of Owner/subdivider/developer.
4			Volume, page and reference names of adjoining owners.
V V	. 🗆		Volume, page and reference land use of adjoining owners.
			Master Development Plan (if subdivision is a portion of a larger tract.
4/			Location map.
vel /			Scale (not smaller than 1" =200'). If parent tract is larger than 320 acres, scale may be 1" =1,000' w/proposed plat 1" =200'.
Ø			North directional arrow.
		Ö	Contour information – rivers, creeks, bluffs, etc. (no greater than 20' intervals)
D/			Major topographic features.
₽/			Total acreage in subdivision.
			Total number of lots in subdivision.
			Typical lot dimensions.
			Land use of lots, parks, greenbelts.
ď	, 🗆		Total length of roads.
			Width of right-of-way.

## PRELIMINARY CHECKLIST (continued)

ď			Special flood hazard areas/note.
		<b>D</b> /	Road maintenance requested (County/Home Owner's Assn.).
		D	Approval by TxDOT or County for driveway entrance(s).
B			Location of wells - water, gas, & oil, where applicable & unused capped statement.
			Plat Application Fees paid. (receipt from County Treasurer required)
			On-Site Sewage Facility Preliminary plan, Inspector's Approval
			Acknowledgement of Rural Addressing / Signage.
		Ø	Water Availability Study.
			Tax Certificates and rollback receipts if required.
-			
<u> </u>		n '	D. CD.
Signa	ture of	Reviewe	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.