



Wise Hope Shelter & Crisis Center

Safety, Hope, & Education for Victims of Domestic Violence and Sexual Assault

1123 HWY 59 N | Bowie, TX | 76230

Office 940.531.4003

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse including abuse to children and the elderly,

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial, and societal barriers, and are supported by societal indifferences, and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, Wise Hope Shelter & Crisis Center works to end family violence through safety, support, prevention, and social change.

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home,

NOW, THEREFORE, in recognition of the important work done by domestic violence programs, I, Kevin Benton, County Judge of Montague County, Texas, hereby proclaim the month of October to be Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs to work toward eradicating domestic violence, improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed _____

Dated _____

Kim Jones
Montague County Clerk
P.O. Box 77
Montague, Texas 76251
(940) 894-2461
(940) 894-6601 Fax



RECORDS MANAGEMENT & RECORDS ARCHIVE WRITTEN PLAN FISCAL YEAR 2025/2026

I. Statute

The 77th Texas Legislature passed HB 370 to allow border counties to assess a \$5.00 Records Management and Preservation Fee for the preservation of older records filed with the County Clerk. The 78th Legislature passed SB 1731 amending the original legislation allowing all counties to collect this fee with the Commissioners' Court approval. This legislation amends Local Government Code, § 118.011 (g), to enable the Commissioners' Court to adopt a Records Archive Fee for the preservation and automation of previously filed and recorded records.

The court established a fee of \$5.00 to be collected at the time of filing or recording of any public record with the exception of documents filed by the state. The Montague County Clerk has been collecting this fee.

SB 526 passed by the 79th Texas Legislature repeals the Local Government Code, § 118.025(a)(4) regarding definition of "Records Archive" as public documents filed with the County Clerk before January 1, 1990 and adds language to allow the County Clerk to designate records that are part of records archive plan, with approval of Commissioners' Court in a public meeting. The bill repeals the Local Government Code § 118.011(g), and § 118.025 (k), relating to the expiration date of September 1, 2008.

HB 1513 passed by the 83rd Legislative Session amends § 118.011 (b) and (f) of the Local Government Code to increase the amount of the County Clerk's Records Archives Fee (accessed when a non-court document is presented to the County Clerk for recording or filing) from not more than \$5.00 to not more than \$10.00. The increased fee is set to revert to the "not-more-than \$5.00" amounts on September 1, 2019.

Effective September 1, 2019, the maximum allowable archive fee will be permanent. It was scheduled to be reduced to a maximum \$5 fee on 9/1/19, but SB 658 of the 86th Texas Legislature made the current \$10 maximum allowable amount a permanent figure.

General Provisions: The fee for "Records Management and Preservation" under § 118.011 is for the records management and preservation services performed by the County Clerk after the filing and recording of a document in the records of the office of the Clerk. (d) The fee shall be deposited in a separate records archive account in the general fund of the County. Any interest accrued remains with the account. (e) All expenditures from the records management and preservation account shall comply with Subchapter C, Chapter 262.

The fee for "Records Archive" under § 118.011(f) is for the preservation and restoration services performed by the County Clerk in connection with maintaining a County Clerk's records archive. (d) The fee shall be deposited in a separate records archive account in the general fund of the County. (e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the County Clerk's records archive. (g) the County Clerk shall prepare an annual written plan for funding the preservation and restoration of the County Clerk's records archive. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

II. Purpose

To continue to back scan deed/real records to digital formats to keep from exposing these records from daily usage and deterioration. Although the office is progressive in the preservation of current records by utilizing the Records Management Fee, funding has not been sufficient to electronically preserve, restore, and re-index the older document that have priceless historical value. In order to preserve and enhance the integrity and reliability of the existing system for recording and preserving public documents; the County Clerk seeks to preserve existing original records by restoring or re-creating books, digitizing older microfilm and paper records, re-indexing old handwritten and typed indexed records and importing newly created images and data into the existing computer system.

III. Restoration and Preservation Projects

The goal of the County Clerk's office is to:

Digitize all official public records.

Modernize and upgrade old records systems in the office.

Continue and add records and information to existing computer system.

Eliminate record searching by having more records available for electronic retrieval.

Provide more public information via the Internet.

Preserve original records by reducing daily manual usage.

Due to enormous volume of records in the Montague County Clerk's Office, the records management and archive plan projects will be an ongoing process for many years to come.

Summary

The County Clerk's office has taken advantage of preserving and maintaining documents with the use of records management and archive fee. These fees are dedicated to that task. The vast majority of the permanent records in the County Clerk's office were paper based and used on a daily basis by the public making them vulnerable to loss theft, wear, and tear.

These records are preserved by adding the records management and archive fee to cover the cost of scanning and indexing the paper-based documents without additional cost to the County. In addition to preserving the documents, the images are added to our existing system which improves customer service and disaster recovery.

Revenue collected and not expended in the fiscal year will be carried forward and used toward outstanding balances on the current projects. We will then re-assess and prioritize what records and/or documents need to be completed on future projects and obtain new pricing information to achieve those projects, as needed.



Kim Jones
Montague County Clerk



*The Senate of
The State of Texas*

RECEIVED
AUG 29 2025

DAN PATRICK
LIEUTENANT GOVERNOR

CAPITOL OFFICE
State Capitol, Room 2E.13
Post Office Box 12068
Austin, Texas 78711
(512) 463-0001
Fax: (512) 463-8668

August 25, 2025

Judge Kevin Benton
County Judge
Montague County
Post Office Box 475
Montague, Texas 76251-0475

Dear Judge Benton:

As the Honorary Texas Chair of the Alamo Letter Society, I am offering this letter of support for the placement of a plaque of William Barret Travis's 1836 "Victory or Death" letter at the Montague County Courthouse. This is a recast of the famous plaque in front of the Alamo chapel in San Antonio. The Alamo Letter Society was initiated out of a desire to ensure this famous letter is placed prominently at every county courthouse in Texas. Currently, the Alamo Letter Society has assisted in the placement of over 25 bronze plaques at county courthouses across the state.

The Travis Letter tells the Texas story, and exemplifies how liberty, perseverance, and the determination to succeed were crucial to Texas' independence. Over time, it has been recognized as one of the most important documents in American history. Our goal is to provide all Texans access to this letter within the heart of our communities.

I hope that you will join this effort to provide a place for the Travis Letter plaque on the grounds of the Montague County Courthouse. The installation of the plaque will be a successful and solid investment in the preservation of Texas ideals. The Travis Letter is an invaluable piece of Texas history and I know Texans across the state will enjoy this piece of history in your community.

Join me and the Alamo Letter Society in making sure every county courthouse has a Travis Letter plaque in place by Independence Day 2026. To get more information on the initiative and start the process of securing a plaque for your county courthouse, contact Alamo Letter Society Chairman Bill McNutt at (214) 537-9311 or Recruiting Chairman Dr. Danny Reeves at (903) 641-8840. You can also find more information at www.AlamoLetter.com.

Sincerely,

A handwritten signature in black ink that reads "Dan Patrick".

Dan Patrick
Lieutenant Governor

NOTICE OF ELECTION
AVISO DE ELECCIÓN UNIFORME

To the registered voters of Montague County, Texas: (A los votantes registrados del condado de Montague, Texas)

Notice is hereby given that the Vote Centers listed below will be open from 7:00 a.m. to 7:00 p.m. on November 4, 2025 for voting in the 2025 Uniform Election for Montague County: Por la presente se notifica que los Centros de Votación enumerados a continuación estarán abiertos de 7:00 a. m. a 7:00 p. m. el 4 de noviembre de 2025 para votar en las Elecciones Uniformes de 2025 para el Condado de Montague:

Election Day Vote Centers and Locations (Ubicación y centros de votación el día de las elecciones)

Montague County Annex Community Room
11339 State Hwy 59N, Montague, TX 76251

Nocona HJ Justin Building
100 Clay St, Nocona, TX 76255

Bowie Senior Citizen Center
501 Pelham St, Bowie, TX 76230

Saint Jo Civic Center
101 E. Boggess, Saint Jo, TX 76265

Ringgold Fire Hall
17832 N Hwy 81, Ringgold, TX 76261

Bowie Public Library
301 Walnut St, Bowie, TX 76230

Tales 'N' Trails
1522 E. Hwy 82, Nocona, TX 76255

Forestburg Community Center
16617 FM 455, Forestburg, TX 76239

Sunset City Hall
119 FM 1749, Sunset, TX 76270

Valley View Baptist
6159 FM 103, Spanish Fort, TX 76255

Early Voting by personal appearance will be conducted each weekday at:
(La votación anticipada en persona se llevará a cabo todos los días de la semana en:)

Montague County Annex Community Room
11339 State Hwy 59N, Montague, TX 76251

Nocona HJ Justin Building
100 Clay St, Nocona, TX 76255

Saint Jo Civic Center
101 E. Boggess, Saint Jo, TX 76265

Bowie Senior Citizen Center
501 Pelham St, Bowie, TX 76230

Between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, October 20, 2025 through Friday, October 31, 2025. Entre las 8:00 a. m. y las 5:00 p. m. del lunes 20 de octubre de 2025 hasta el viernes 31 de octubre de 2025.

Montague County Annex Community Room will be available Thursday, October 30, 2025 and Friday, October 31, 2025 7 a.m. to 7 p.m.

Applications for ballot by mail shall be mailed to: (Las solicitudes de boleta por correo se enviarán por correo a:)

Montague County Election Administrator, Ginger Wall
PO Box 158, 11339 State Hwy 59N
Montague, Texas 76251
gwall@co.montague.tx.us

Phone: 940-894-2540
Website: co.montague.tx.us

Applications for ballots by mail (ABBM) and Federal Postcard Applications (FPCAs) must be received no later than the close of business on Friday, October 24, 2025. Las solicitudes de papeletas de votación por correo (ABBM, por sus siglas en inglés) y las solicitudes de tarjetas postales federales (FPCA, por sus siglas en inglés) deben recibirse a más tardar al cierre de operaciones del viernes 24 de octubre de 2025.

Issued this the ____ day of _____ 2025.

County Judge (Juez de condado)

RESOLUTION FOR JOINT ELECTION

WHEREAS, the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona so hereby orders a Joint Election to be held on November 4, 2025 in the County of Montague; and

WHEREAS, the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona have called an election for Tuesday, November 4, 2025 and

WHEREAS, the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona have expressed its desire for a joint election with the County; and

WHEREAS, state law allows local entities holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Montague County Elections Administrator will provide all election services for City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona as agreed upon by the Montague County Elections Administrator and each entity through a joint contract; and

WHEREAS, the Texas Election Code allows for an agreement in accordance with Section 271.002, whereby the County and City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona agree to hold a joint election on November 4, 2025.

NOW AND THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF MONTAGUE COUNTY, TEXAS, THAT:

Said Commissioners Court authorizes City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona to share the countywide polling places and any voting equipment necessary to conduct such election. Terms and conditions of the election will be identified by the election services contract between Bert Cunningham, Donna Hale, Katie Morman and Robert Fenoglio, representatives for City of Bowie, Bowie ISD, Saint Jo ISD, City of Nocona and Ginger Wall, Montague County Elections Administrator.

PASSED AND APPROVED, THIS _____ DAY OF _____, 2025.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Montague, acting through its officers, Judge Kevin Benton, Montague County Judge and Ginger Wall, Montague County Election Administrator with the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona acting through Bert Cunningham, Donna Hale, Katie Morman and Robert Fenoglio for the leasing, programming, supervision, and tabulation of the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona Elections.

This contract must be signed and returned to Montague County Elections Administrator before any actions listed will be conducted.

In consideration of the mutual covenants and promises hereinafter set out. It is agreed to as follows:

- I. The election to be held on November 4, 2025, known as the Uniform Election, shall be held jointly with the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona.
- II. The following locations shall serve as the common polling locations in the voting precincts where the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona is conducting an election following Chapter 43 of the Texas Election Code.

Precinct	Location
Early Voting	Montague County Community Room (Annex)
Early Voting	Bowie Senior Citizen Center
Early Voting	Nocona HJ Justin Building
Early Voting	Saint Jo Civic Center

Election Day County Wide polling

Bowie Senior Citizen Center
Bowie Public Library
Forestburg Comm. Center
Sunset City Hall
Tales n Trails Museum
Nocona HJ Justin Building
Ringgold Fire Hall
Saint Jo Civic Center
Valley View Baptist Church
Montague County Community Room (Annex)

- III. Montague County Elections Administrator in connection with conducting the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona Election, shall assume the following responsibilities:
 - A. Prepare lists of registered voters in the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona.

- B. Establish Early Voting and Election Day polling locations.
- C. Select Early Voting, Election Day, and Ballot Board workers.
- D. Order and distribute supplies for Early Voting and Election Day.
- E. Conduct training on the electronic voting machines.
- F. Program and test electronic voting machines for Early Voting and Election Day.
- G. Post notice of the test of the electronic voting machines.
- H. Deliver and setup electronic voting machines for Early Voting and Election Day.
- I. Print and process ballots for Early Voting by mail.
- J. Responsible for the cost of Early Voting by Personal appearance days and hours.
- K. Tabulate ballots voted by mail and in person for Early Voting and Election Day.
- L. Prepare daily reports for Early Voting and total reports for final results.
- M. Perform any and all other duties as necessary required under the Texas Election Code in order to conduct the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona.

IV. City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona in connection with conducting the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona Election, shall assume the following responsibilities and shall directly bear any attendant cost of the same:

- A. Post notices of election.
- B. Deliver to the Contracting Officer as soon as possible, but not later than 75 days before the election, the proposition, issues, and/or candidate's names to be printed on the ballot with the exact wording, spelling, and order that is to be used on the official ballot.
- C. Comply with all deadlines set by Secretary of State as pursuant to Texas Election Code and Vendor responsible for the printing of paper ballots and programming for electronic voting.
- D. Responsible for equal share (50%) of Election Judge salary sharing the same Election polling place locations. All judges will be paid by Montague County to be reimbursed by City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona in a timely manner.
- E. Prepare any necessary submission to Department of Justice.
- F. Canvassing the votes by the date specified by the Texas Secretary of the State guidelines.
- G. Compensate Election Administrator for election expenses as set out in itemized cost estimate.

V. GENERAL CONDITIONS:

- A. The applicable number of voting precincts plus Early Voting locations, for Early Voting by mail, and by personal appearance will be tabulated for the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona Election.
- B. City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona shall attend training conducted by the county on the use of all voting equipment.
- C. The City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona agrees to save and hold harmless the Montague County Elections Office from any and all claims made that arise out of the failure or omission of the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona to perform its obligations under this contract.
- D. The Montague County Election Office agree to save and hold harmless the City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona from any and all claims made arising out of the failure or omission of the Montague County Elections Office to perform their obligations under this contract.
- E. The contracting officer shall file copies of this contract with the Montague County Auditor, and City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona will maintain a copy of the contract for their records.
- F. This contract shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- G. Except as otherwise provided in this contract, this contract shall be subject to change and modification only with the written mutual consent of each of the parties hereto. All amendments, modifications, or alterations must be in writing, dated after the effective date of the Agreement, and approved by the respective governing bodies.
- H. This contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.
- I. This contract embodies and does constitute the entire agreement between the parties and there are no prior effective representations, warranties, or agreements between the parties. This contract shall supersede all prior agreements between the parties regarding the subject matter hereof.
- J. The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.

VI. ELECTION EXPENSES AND ALLOCATION OF COSTS

- A. It is understood that other political subdivisions may wish to participate in the use of the County's voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on

the terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to the Sections VI of this contract.

- B. Should the election be held as a joint election that allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared.
- C. Each entity shall be solely responsible for its own costs and expenses, including all programming fees and ballot cost to Election Systems and Software (ES&S), Invoices will be billed to City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona and City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona will be responsible for their share of the programming payable to Montague County. A separate lease agreement will not be submitted to City of Bowie, Bowie ISD, Saint Jo ISD and City of Nocona for the use of the Voting machines for the November 4, 2025 Election.
- D. Each participating authority agrees to pay the Montague County Elections Administrator an Election Supply fee in the amount of \$50.00 per entity. Costs for the Early Voting by Mail, forms, and notices shall be allocated by the Election Supply Fee.
- E. Each participating authority agrees to pay the Montague County Elections Administrator a 10% Supervision of Election fee as defined by Sec. 31.100(d) of the Texas Election Code; a fee for election services performed under an election services contract.
- F. An invoice shall be issued by Montague County Elections after Election Day for reimbursement. Please see EXHIBIT "A" for invoicing details.
- G. The Montague County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

VII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

- A. Any participating authority may withdraw from a joint election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by Montague County Elections Office on behalf of the authority plus the administrative fee of such expenses.
- B. Either party may terminate this contract upon 30 days written notice to the other party.
- C. Deadline to cancel election will fall on 71st day before Election Day. (Day after deadline for political subdivision to order election.)

VIII. COST OF THE ELECTION

The exact amount of each participating authority's obligation under the terms of this contract shall be calculated after the election. The City of Bowie, Bowie ISD, Saint Jo ISD and City of

Nocona shall pay the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator.

- IX. In connection with the performance of this Agreement, neither of the contracting parties will be deemed liable to third parties for any default of the other contracting party in connection with holding the election, including the failure of a contracting party to pay any expenses under the Agreement.
- X. This Agreement shall be construed in accordance with the laws of the State of Texas and under Chapter 172 the Texas Election Code and all obligations of the parties are performable in Montague County, Texas.
- XI. In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been included.
- XII. In connection with the Agreement, all notices, inquiries, and communications shall be to the following persons or offices:

For the County:

Kevin Benton, Montague County Judge

Ginger Wall, Montague County Election Administrator

For the Entity:

City of Bowie

Bowie ISD

Saint Jo ISD

City of Nocona

COUNTY OF MONTAGUE

DATE: _____

By: _____
County Judge

ATTEST:

Montague County Election Administrator

EXHIBIT "A"

COUNTY OF MONTAGUE COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

___44___ ExpressVote ADA Unit(s) (including head phone accessory)
___15___ DS200 (Ballot Counter)
___11___ POLLBOOK(s) (Voter Verification, Ballot Activator)
___15___ Printers

ExpressVote (Voting Machine)	@ \$166.25 per machine	\$7315.00
DS200 (Ballot Counter)	@ \$287.50 per machine	\$4312.50
Pollbooks (Voter Verification)	@ \$57.50 per machine	\$ 632.50
ES&S Programming (Coding, Audio, Ballot Layout)		\$TBD
15 printers @ \$2.00		\$ 30.00
10 % Supervision of Election fee		\$TBD
Logic & Accuracy testing publication		\$TBD
Precinct kit fee (election forms, ABBM, etc.)		\$ 50.00
Verizon MiFi pack usage		\$TBD
Vote Center Rental		\$TBD
3 Central Count Personnel		\$TBD
(split between other entities holding election TBD hours @ \$12 per hour)		

Approximate Total Due to Montague County \$1542.50

(County will pay 50%, entities split remaining balance)

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By: _____

Ginger Wall, Elections Administrator
Authorized Representative, Montague County, Texas

LESSEE: _____

City of Bowie Representative


BY: 

EXHIBIT "A"

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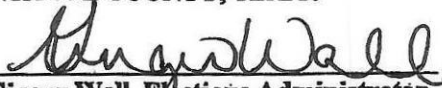
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Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By:



Ginger Wall, Elections Administrator

Authorized Representative, Montague County, Texas

LESSEE:



City of Nocona Representative

BY: _____


A handwritten signature in black ink, appearing to be "L. J. Davis", written over a horizontal line.

EXHIBIT "A"

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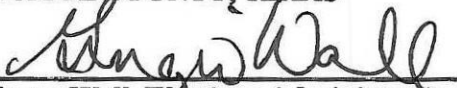
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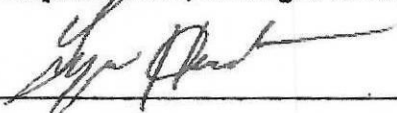
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MONTAGUE COUNTY, TEXAS

By: 
Ginger Wall, Elections Administrator
Authorized Representative, Montague County, Texas

LESSEE: 

Bowie ISD Representative

BY: Jody Betts



Service Provider Contract

Prepared for: Montague County Tax Assessor-Collector

Prepared by: Dru Morris | BIS Consultants

January 1, 2025

**BIS CONSULTING LLC
14802 VENTURE DRIVE
FARMERS BRANCH, TEXAS 75234**

Our Company	2
Co-Founders, Captains of the Ship!	3
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Our Company

BIS Consultants delivers enterprise-level IT, GIS, and Web and Mobile Apps services to over 250 government agencies and organizations through the U.S. Since 2007, we have quickly grown to over 50 employees and established ourselves as the leader in IT, GIS, and Sites solutions.

As our company expands, we add more and more products to help you grow and protect your business, while still maintaining the personal touch that has been so important to our success. We believe that providing our clients with an unmatched level of customer service is the best way to develop successful, ongoing business relationships. At BIS Consultants, we're committed to your success, because in the end, it's our success too.

Our Mission

Simplify our clients' IT needs through old school customer service with the ambition of improving technology in every area of government.

Core Values

- Community
- Servitude
- Adventurous
- Faith
- Grit
- Humble
- Entrepreneurial Spirit

Industry Leadership

Over 15 years of combined IT, GIS, Deeds, and Sites Service and appraisal district experience.

Co-Founders, Captains of the Ship!



Britt Martin and Brandon Kay

As Co-founders of BIS Consultants, Britt and Brandon together are the visionaries of BIS Consultants. They are a little sunshine mixed with a lot of hurricane. Britt and Brandon are solution engineers that believe all aspects of a business are based on old school customer service. Britt and Brandon want to positively change government productivity with technology. They both hold a lot of student loans, equaling a Bachelor of Science in Business Management with a minor in Information Technology.

Contact Information

100% Texas Based Support

All our support – phone, chat, and email – is handled by our Support Staff in Texas.



IT Support Team

If you are experiencing technical issues, email our IT Support Team at support@bisconsultants.com



GIS Support Team

If you need GIS help, maps printed or would like to purchase GIS data, please email gissupport@bisconsultants.com

Deed Support Team

For help with deeds, please email deedsupport@bisconsultants.com



Website Support Team

For website updates or other webpage changes, please email productsupport@bisconsultants.com

Summary of Services

THIS CONTRACT OUTLINES SERVICES YOUR ORGANIZATION, Montague County Tax Assessor-Collector ("CLIENT"), HAS AGREED TO ALLOW BIS CONSULTING, LLC ("BIS") TO MANAGE AND/OR PROVIDE PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN ("CONTRACT").

Thank You!

We can't wait to get started!

PROPERTY SEARCH

ALSO REFERRED TO AS ESEARCH, ESEARCH APPLICATION, ESEARCH WEBSITE

PROPERTY SEARCH REQUIREMENTS

To enable BIS to provide Property Search services, the Client agrees to the following:

- Grant BIS **read access** to the Client's production SQL database where the software vendor's database resides to enable application features. If BIS access cannot be granted, the Client may need to work directly with the software vendor. BIS will not be able to provide the service without access.
- Grant BIS access to the Client's DNS to add A Records for **search.client.com**. Alternatively, the Client's DNS vendor must update the records on BIS's behalf.
- Ensure the Client's hardware vendor opens ports (e.g., **1433, 6008**, or other SQL-accessible ports) **at least one week** prior to software implementation.

PROPERTY SEARCH SCOPE OF WORK

BIS agrees to:

- Configure and host the Property Search application.
- Provide periodic Property Search database upgrades and routine maintenance as needed.

Client Responsibility:

The Client acknowledges that access to property and ownership information from the Client's software vendor(s) is required to ensure proper functionality of the Property Search services.

PROPERTY SEARCH CHANGES

BIS will, where applicable, implement legislative updates to the Property Search software before the effective date of new laws.

- Enhancement requests will be considered based on their benefit to all BIS clients.
- BIS reserves the right to deny change requests at its sole discretion.

PROPERTY SEARCH DATA

The Client acknowledges and agrees to the following:

- BIS is not responsible for the accuracy, completeness, or integrity of the data presented on the Property Search website.
- Property and ownership data are periodically retrieved from the Client's software vendor's database.
- The Client is solely responsible for updating and maintaining the data in their appraisal software to reflect changes on the website (e.g., suppressing confidential information).

Data Update Policy:

- BIS will attempt to update recent data pertinent to Property Search services daily.
- Full data updates will occur on a weekly basis, unless otherwise directed by the Client.

AUTHORIZATION FOR RELEASE OF ACCOUNT ROLL

The Client authorizes BIS to release account roll data and make it available for purchase through BIS's online GIS data request system, currently hosted at www.texascountygisdata.com.

TAX CALCULATIONS

The Client acknowledges and agrees that:

- BIS cannot guarantee the accuracy of tax estimates displayed on the Property Search site due to variations in Client data and tax calculation complexities.
- The Client is responsible for verifying tax calculations and working with BIS to improve accuracy when appropriate.
- Additional development costs may apply for adjustments required to accommodate the Client's unique calculation needs.

OWNERSHIP OF SOFTWARE

- BIS retains ownership of the **Property Search Software** and related website application, including all code and intellectual property ("BIS Property Search Software and Application").
- The Client is granted a **non-exclusive, non-transferable, non-assignable, and limited license** to use the Property Search Software solely for the duration of this Agreement.
- Upon termination of this Agreement, the Client's license to the Property Search Software is immediately revoked, and all use must cease.

RIGHT TO BLOCK IP ADDRESSES

- BIS monitors WAN IP addresses of all users accessing the Property Search website or services.
- BIS reserves the right to revoke access to any IP address at any time without prior notice to maintain system performance and security.
- If the Client believes access has been revoked inappropriately, they must notify BIS and provide the requesting IP address for review.

Excessive Usage:

Users with excessive or unauthorized usage (e.g., unauthorized data scrubbing or linking) will have access revoked without notice. Non-commercial use of Site Services is permitted; however, BIS reserves the right to charge any third party accessing the data for commercial purposes.

USE OF REST SERVICE

BIS provides a **Representational State Transfer (REST) service** built through the ESRI framework to facilitate GIS data integration into online mapping applications.

Standard Features:

The REST service will include the following standard layers:

- Parcels with Ownership
- Abstracts
- City Limits
- Subdivisions
- School District Boundaries

Additional data layers can be negotiated and added as an **"Additional Data Layer"** at an additional cost.

Use and Restrictions:

- The REST service is designed for use in BIS online applications with appropriate security controls.
- Third-party access to the REST service requires written approval from the Client and BIS. The Client must submit a request for third-party access to BIS for review.
- BIS will not develop a REST service solely for use in a third-party application without a signed development contract and associated costs.

Termination of REST Service:

- If the Client terminates services for any BIS application utilizing the REST service, access to the REST service will also terminate.

- To continue using the REST service in a third-party application, the Client may sign a new REST service contract with BIS for an additional fee.

Delivery and Testing:

- BIS will deliver the REST service for review and testing by the Client. The Client has **30 days** from delivery to accept or reject the service.
- If the Client rejects the service, they must provide detailed written reasons within the 30-day period. BIS will work with the Client to resolve outstanding issues.

Change Requests:

- The Client may request changes to the REST service specifications at any time.
- BIS reserves the right to charge additional fees for changes based on scope, complexity, and impact.

If requested changes result in delays or additional expenses, the Client may choose to:

1. Withdraw the change request, or
2. Accept the delay, additional cost, or both.

If BIS cannot accommodate a change, the Client may terminate the development of the REST service upon written notice.

IP Address Monitoring:

BIS monitors all IP addresses accessing the REST service and reserves the right to revoke access at any time to maintain system security and performance. If access is revoked inappropriately, the Client must notify BIS to reinstate the IP.

PROPERTY SEARCH AND TAX

ALSO REFERRED TO AS ESEARCH, ESEARCH APPLICATION, ESEARCH WEBSITE

PROPERTY SEARCH AND TAX REQUIREMENTS

- **Access to Production Database**
 - BIS must be granted read access to the production SQL database where the software vendor's database resides. This access may require the Client to coordinate with their software vendor. If access is not granted, BIS will not be able to provide the service.
- **DNS Configuration**
 - BIS must be granted access to the DNS settings to add A Records for search."client.com". Alternatively, the vendor managing the DNS must update the records upon BIS's request.
- **Port Configuration**
 - The hardware vendor must open required ports (e.g., 1433, 6008, or others needed for SQL access) at least one week prior to the Property Search and Tax application implementation.
- **Payment Processing Assistance**
 - BIS may require the Client's assistance to coordinate with the Client's payment processing company to set up and transfer payments. BIS is not responsible for any limitations imposed by third-party payment processors on Property Search payment features.

PROPERTY SEARCH AND TAX SCOPE OF WORK

Hosting and Maintenance

- BIS agrees to host the Property Search and Tax application on its server and provide periodic upgrades, routine maintenance, and database updates as needed.

Data Integration

- BIS may integrate property ownership information from the Client's software vendor(s) and update the data at a minimum nightly, providing the Client access to the integrated application.

PROPERTY SEARCH AND TAX CHANGES

Legislative Updates

- BIS will implement legislative updates to the software before the effective date of the relevant law.

Enhancement Requests

- Enhancement requests are considered based on their benefit to all clients. BIS reserves the right to deny any requested changes.

ONLINE PAYMENTS

Payment Processing

- BIS does not process or store credit card information. BIS prepares and transfers invoices, including payer details and amounts owed, to the Client's third-party payment processor.

Third-Party Limitations

- BIS is not liable for payment feature limitations caused by third-party payment processors or software vendor constraints.

PROPERTY SEARCH AND TAX DATA

Data Accuracy

BIS is not responsible for data integrity displayed on the website, as all information is pulled directly from the Client's software vendor's database. Updates to displayed data require corresponding updates in the Client's appraisal software.

Data Update Frequency

Data is updated nightly or, at minimum, weekly.

OWNERSHIP OF SOFTWARE

1. **Property Rights** - The Property Search and Tax software, related website application, and underlying code are the property of BIS.
2. **License to Use** - The Client is granted a personal, non-transferable, and non-exclusive license to use the software while payments are current. Upon termination, the Client must cease all use of the software and application.

RIGHT TO BLOCK IP ADDRESSES

- BIS monitors WAN IP addresses of all users accessing the Property Search website or services.
- BIS reserves the right to revoke access to any IP address at any time without prior notice to maintain system performance and security.
- If the Client believes access has been revoked inappropriately, they must notify BIS and provide the requesting IP address for review.

Excessive Usage:

Users with excessive or unauthorized usage (e.g., unauthorized data scrubbing or linking) will have access revoked without notice. Non-commercial use of Site Services is permitted; however, BIS reserves the right to charge any third party accessing the data for commercial purposes.

TAX CALCULATIONS

BIS Consulting cannot guarantee tax estimates will be 100% accurate. The client agrees to verify these calculations and work with BIS with any findings. We will work with clients to ensure the current year is no more than a few cents off from their software. Regarding previous years we will make best effort to ensure proper calculation however we will not spend development time working these issues due the amount of time and effort calculating exemptions, lawyer fees, adjustment codes and penalties and interest. If the client insists previous be corrected there may be a development cost associated with the time spent on these adjustments.

PARTIAL, QUARTER OR HALF PAY OPTIONS

BIS currently does allow partial payments in current and prior years. Client acknowledges that due to limitations in some CAMA system data and limitations with some third-party payment providers, BIS makes no guarantees regarding the ability for a particular Client's taxpayers to pay property taxes online. Client acknowledges that it may not be possible to pay property taxes online or to pay partial payments, quarter-pay, half-pay, or prior year payments via the Property Search website due to similar limitations.

CREDIT CARD PROCESSING

BIS does not process credits or store credit card information. ALL credit card transactions are processed by the client's third-party payment processing companies.

PROPERTY SEARCH and TAX PAYMENT HISTORY

BIS Consulting will display up to 5 years of property and tax payment history.

USE OF REST SERVICE

BIS provides a **Representational State Transfer (REST)** service built through the ESRI framework to facilitate GIS data integration into online mapping applications.

Standard Features:

The REST service will include the following standard layers:

- Parcels with Ownership
- Abstracts
- City Limits
- Subdivisions
- School District Boundaries

Additional data layers can be negotiated and added as an **"Additional Data Layer"** at an additional cost.

Use and Restrictions:

- The REST service is designed for use in BIS online applications with appropriate security controls.
- Third-party access to the REST service requires written approval from the Client and BIS. The Client must submit a request for third-party access to BIS for review.
- BIS will not develop a REST service solely for use in a third-party application without a signed development contract and associated costs.

Termination of REST Service:

- If the Client terminates services for any BIS application utilizing the REST service, access to the REST service will also terminate.
- To continue using the REST service in a third-party application, the Client may sign a new REST service contract with BIS for an additional fee.

Delivery and Testing:

- BIS will deliver the REST service for review and testing by the Client. The Client has **30 days** from delivery to accept or reject the service.

- If the Client rejects the service, they must provide detailed written reasons within the 30-day period. BIS will work with the Client to resolve outstanding issues.

Change Requests:

- The Client may request changes to the REST service specifications at any time.
- BIS reserves the right to charge additional fees for changes based on scope, complexity, and impact.
-

If requested changes result in delays or additional expenses, the Client may choose to:

1. Withdraw the change request, or
2. Accept the delay, additional cost, or both.

If BIS cannot accommodate a change, the Client may terminate the development of the REST service upon written notice.

IP Address Monitoring:

BIS monitors all IP addresses, accessing the REST service and reserves the right to revoke access at any time to maintain system security and performance. If access is revoked inappropriately, the Client must notify BIS to reinstate the IP.

State M.A.P.S. Review Questions

STATE M.A.P.S. REVIEW QUESTIONS FOR GIS

BIS Consultants is committed to assisting the Client in meeting all GIS-related requirements for the State of Texas Comptroller's MAPs Review. BIS will provide GIS data deliverables and support necessary to comply with MAPs criteria, ensuring that the Client's GIS data is accurate, complete, and organized in accordance with State standards.

- **Specification of Geographic Areas to Be Mapped:** BIS will work with the Client to specify and confirm the geographic areas required for mapping under the MAPs review guidelines. This includes parcels, subdivisions, city limits, school districts, and other applicable boundaries as designated by the Client or required by the Comptroller's Office. BIS will document and verify the mapped areas to align with the Client's requirements and the MAPs review standards.
- **Data Integrity and Completeness:** BIS will maintain and update GIS data layers—including parcels, lot lines, city boundaries, and additional features as specified—ensuring that the data aligns with the most current cadastral records and meets the completeness standards set forth by the MAPs review.
- **Documentation and Reporting:** For the MAPs review, BIS will provide documentation detailing GIS updates, data sources, and methodologies. BIS will maintain records of GIS data modifications, including property splits, mergers, PID updates, and corrections, for MAPs review verification. This documentation will be available to the Client for submission to the State or for use in any related audit.
- **Compliance Assurance:** BIS will ensure that all GIS data deliverables meet the required Texas State Plane projection (NAD83) and include the necessary metadata to facilitate compliance with MAPs review standards. Additionally, BIS will work with the Client to address any GIS-related questions or adjustments needed to pass the MAPs review successfully.
- **Ongoing MAPs Review Support:** Should the Comptroller's Office request further clarification or data during the MAPs review process, BIS will provide assistance by addressing GIS-specific queries and supplying additional documentation as necessary. BIS is committed to working collaboratively with the Client to fulfill any additional requirements that may arise during the MAPs review.

STATE M.A.P.S. REVIEW BACKUP POLICY

The Client maintains two encrypted file-level backup data storage servers. One server is located onsite in the computer room and the other server is located in Dallas, Texas at the BIS secured storage site. BIS also has secured repositories in the East and West coast in which the data is replicated. Data is backed up nightly to the in-house Client server and spooled out to the BIS server for secure storage.

Client acknowledges and agrees that Client is solely responsible for the security of Client's operating environment, including Client's hardware, software, and data. BIS will maintain

disaster recovery measures and data back-up procedures in accordance with best industry standards designed to minimize the risk of loss of data. In the event of a disaster BIS will restore data from the local backup first and the remote backup if the local is unavailable. At least 2 to 5 days (if not longer) of down time should be expected for recovery. BIS will also work with Client's software vendor to restore Client's files and database. BIS backups are randomly tested each year to verify file integrity. Client acknowledges, however, that such procedures do not and cannot eliminate all threats to data loss, data security, and data integrity and that BIS cannot and does not guarantee the accuracy of all data or complete or accurate recovery in the event of data loss or damage. BIS shall make all good faith efforts to safeguard and protect Client's hardware, software, and data from damage, loss, or corruption; however, Client acknowledges and agrees that BIS shall not be responsible or liable for any loss of data, including but not limited to damage, total or partial loss, corruption, or inaccuracy or for any compromise to data security or integrity.

Prohibition of Boycott Israel

DO NOT AND WILL NOT BOYCOTT ISRAEL

BIS verifies that it does not Boycott Israel, and agrees that during the term of this contract it will not Boycott Israel as provided in Texas Government Code Section 2271.002, as amended.

Prohibition of Contracts with Certain Companies

DO NOT AND WILL NOT DO BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS

BIS verifies that it does not do business with Iran, Sudan, or a foreign terrorist organization during the term of this contract as provided in Texas Government Code Chapter 2252, Subchapter F, specifically, Tex. Govt. Code Sections 2252.151 – 2252.154.

Pricing

Agreed pricing is provided in the attached estimate or invoice.

INVOICES

Invoices will be emailed to the Client according to the payment agreement. If Client has any questions regarding the invoice, Client can contact BIS's accounting team. It is the Client's responsibility to provide BIS with an up-to-date email address for billing purposes. BIS reserves the right to charge the maximum amount of interest allowed by law on all invoices over 30 days past due from the date of the invoice and each month thereafter until the invoice is paid in full.

Term and Agreement

CONFIDENTIALITY AGREEMENT and the Public Information Act

The data, information, and material included in this document and accompanying documents is provided to the user with restricted rights. Use, duplication, or disclosure by a political subdivision of the State of Texas is subject to the restrictions that are set forth in TEXAS LOCAL GOVERNMENT CODE Section 252.049.

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

It is understood and agreed to that certain information is and must be kept confidential and to ensure the protection of such information the parties (Client and BIS) agree to this Confidentiality Agreement as follows:

1. The Confidential Information to be disclosed can be described as information Client receives from BIS which is:
 - a. Technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, competitive bids and/or proposals, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. Client agrees not to disclose the Confidential Information obtained from BIS to anyone unless required to do so by law.

3. The Client is required to make a good faith effort to notify a person or entity whose proprietary interests may be implicated by a request for information where the information may be considered proprietary by the party. Tex. Gov't Code Ch. 552.
4. If the Client receives a public information request to inspect all or any part of the Confidential Information, and/or a request to receive a copy thereof, the Client agrees to promptly notify BIS and reasonably cooperate with BIS in protecting the Confidential Information from disclosure.
5. If the Texas Attorney General's Office or any court orders the production of any Confidential Information, the Client will promptly advise BIS of same. The Client or BIS may, but is not required, to file a lawsuit challenging such disclosure under Section 552.324 of the Texas Government Code. BIS reserves all rights to challenge the disclosure of Confidential Information.

DEVELOPMENT FEES

To begin development, 50% of the agreed payment is due upon signature of this contract as a down payment by the Client, and a license fee of the remaining 50% of the payment is due upon delivery in accordance with the Specifications provided such software system performs as intended by the parties.

PAYMENT DUE DATE

All fees under this contract will be due and payable in full to BIS no later than 30 days after the date of BIS's invoice. Such invoice shall not be submitted until the software system performs as intended by the parties.

TERM

This contract shall be effective as of the Start Date and shall continue for a one-month term ("Term"). Unless otherwise terminated as provided herein, this contract shall renew automatically at the end of the Term for additional one-month periods unless and until either Party gives written notice of termination of this contract at least thirty (30) days prior to the end of the Term or any such renewal term.

TERMINATION

Either party may terminate this contract upon thirty (30) days advance written notice to the other party or in the event either party breaches any of the terms or conditions of this contract and such breach is not cured within thirty (30) days after receipt of written notice thereof.

NON-APPROPRIATION OF FUNDS

The parties acknowledge that this contract is a commitment of the current revenues only of the Client. If the Client's governing body fails to appropriate funds for the payment of its obligations hereunder for any subsequent fiscal years, this contract is terminated as of the last date of the then current fiscal year of the Client.

DISCLAIMER OF WARRANTIES

BIS MAKES NO WARRANTIES AS TO THE PRODUCTS OR SERVICES PROVIDED IN THIS CONTRACT AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO BIS'S PROVISION OF THE PRODUCTS AND SERVICES HEREUNDER.

FORCE MAJEURE

Other than for payment of amounts due hereunder, neither Party shall be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform its obligations hereunder which may be caused by a "force majeure." The term force majeure includes: an act of God, strike, act of a public enemy, war, blockage, public rioting, inability to obtain materials, supplies, or labor permits, acts or restraints of any governmental authority, temporary failure of equipment, breakage or accident to machinery or lines of equipment, pandemics, and any other cause which is not reasonably within the control of the Parties and which by the exercise of due diligence could not reasonably be prevented or overcome.

LIMITATION OF LIABILITY

Except for the Indemnification provided by BIS for Client, neither party shall be liable to the other party, and the parties hereby waive any and all claims against each other for any special, incidental, consequential, exemplary, punitive and/or other indirect damages (including, without limitation, interruption or loss of service, losses or corruption of files, data, and/or information, and losses of use, income, revenue, profit, business, reputation, and/or goodwill), arising out of or related to this contract and/or BIS's provision of products and services hereunder, even if such party has been previously advised of the possibility of such damages, and even if any exclusive remedy provided for herein fails of its essential purpose. Notwithstanding anything to the contrary herein contained, except for the indemnification for intellectual property rights provided herein, BIS's maximum cumulative liability to Client for any loss or damages resulting from any claim, demand, or action arising out of or related to this contract and/or BIS's provision of the products and services hereunder or any failure or delay in delivering the products and services hereunder shall not exceed the total amount(s) paid by Client to BIS for the products and services forming the basis of such claim, demand, or action during the twelve (12) month period immediately preceding the date on which the event giving rise to the claim occurred.

GOVERNMENTAL IMMUNITY

Nothing in this contract shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the extent such waiver, modification, or amendment is precluded by the United States or Texas Constitutions or laws of the State of Texas.

INDEMNIFICATION

BIS hereby defends, indemnifies, and holds harmless the Client its board of directors, officers and employees from and against any claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) relating to any claim or action against the Client arising from a third party claim that a permitted use of any of the products or services provided under

this contract infringes any U.S. patent, trademark, or copyright or the intellectual property rights of such third party provided that the Client gives BIS prompt notice of any such claim and provides reasonable assistance to BIS, except to the extent the infringement or alleged infringement is caused by the negligent acts or omissions of the Client.

INSURANCE

Client shall inform BIS in advance of and prior to entering into any agreement with BIS, including without limitation this contract, if Client has any insurance requirements relating to any products or services BIS provides Client. Client agrees that any insurance requirements shall addressed separate and apart from this contract.

AUTHORIZATION TO ACCESS CLIENT DATA

This contract will serve as authorization for representatives of BIS to access "client data" on behalf of Montague County Tax Assessor-Collector.

Montague County Tax Assessor-Collector hereby authorizes BIS to develop software that eliminates the manual entry of data, into Montague County Tax Assessor-Collector SQL server database. The data resides on Montague County Tax Assessor-Collector production server, owned by Montague County Tax Assessor-Collector. BIS shall provide a log to audit changes imported into the Montague County Tax Assessor-Collector current database. This contract shall serve as authorization for any Montague County Tax Assessor-Collector vendors to cooperate with BIS in performing this service and to allow access as necessary. This authorization shall continue until revoked in writing by Montague County Tax Assessor-Collector.

DISPUTE RESOLUTION, MANDATORY VENUE AND GOVERNING LAW

The Parties (Client and BIS) agree that before initiating litigation they shall attempt in good faith to resolve any dispute or claim arising out of or in relation to this contract through negotiations between the Client's manager with authority to settle the relevant dispute and BIS. The Parties agree that the laws of the State of Texas shall govern the construction, interpretation and enforceability of this contract without regard to choice of law rules. The Parties (Client and BIS) agree that mandatory venue for any dispute regarding performance of the obligations in this contract brought against BIS shall be in the State Courts of Dallas County, Texas. The Parties (Client and BIS) agree that mandatory venue for any dispute regarding performance of the obligations in this contract brought against Client shall be in the State District Courts of the County in Texas where the Client is located. The Parties (Client and BIS) expressly consent to the personal and subject matter jurisdiction in such courts.

AGREEMENT

This contract represents all the terms and conditions agreed upon by both parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

In the event any of the provisions of this contract are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

The client understands that BIS CANNOT guarantee 100% notification of system failures as it is inevitable some things are out of our control. The Client agrees to work with BIS to remedy the situation and work together to come up with a solution that works for both BIS and the client.

The contract may be altered, amended, or waived only by a written amendment executed by both parties (Client and BIS). This contract is executed by the persons signing below who warrant that they have the authority to execute the contract on behalf of the parties.

Start Date:	September 1, 2025
Renewal Date:	December 31, 2025
Contact:	Kathy Phillips
GIS Contact:	#GisContact#
IT Contact:	#ItContact#
Client Name:	Montague County Tax Assessor-Collector
Client Address:	11339 Texas 59, Montague, TX 76251
Phone Number:	(940) 894-3601
Billing Schedule:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly

**BIS Consultants**

14802 Venture Dr.
Farmers Branch, Texas 75234
800-247-9045
bisconsultants.com
sales@bisconsultants.com

**Estimate 1037705570-
1014**

SENT

Kathy Phillips
(940) 894-3601

Billing address:

11339 Texas 59
Montague, Texas 76251

Date: Aug 12, 2025

Expiration Date: Aug 29, 2025

Status: Sent

Notes:

- Set-Up Fee – Technical configuration and deployment of our solution, ensuring all necessary components are properly installed and ready for use.
- Onboarding Fee – Provides a dedicated account representative to oversee your onboarding process, offering personalized support and access to an online portal for real-time tracking and a seamless transition.
- Year two annual fee will increase to 6500.00 for property search and 3000.00 for tax payment to align with the current pricing model.
- September cost of \$625.00 will be deferred to Oct. billing schedule.
- Any substantial modifications to the onboarding process or implementation scope requested after project commencement shall be subject to a written change order, and may result in additional charges.

Item	Unit Price	Quantity	Taxed	Amount
Property Search Yearly Service - BIS	\$5,500.00	1	No	\$5,500.00
Property Search Yearly Service				
Property Search and Tax Yearly - BIS	\$2,000.00	1	No	\$2,000.00
Property Search and Tax Yearly - payment ability on property search.				
Development Set Up Fee One Time Fee	\$2,500.00	1	No	\$2,500.00
Development One Time Fee				

Item	Unit Price	Quantity	Taxed	Amount
Onboard Fee Property Search	\$2,500.00	1	No	\$2,500.00

personalized support and access to an online portal

Thank you for your business!

Subtotal **\$12,500.00**

Total **\$12,500.00**

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between Helen Farabee Centers subcontracting with Abilene Recovery Council and Montague County for the purpose of providing intervention/treatment/recovery programs that offer constructive methods designed to prevent and/or interrupt the onset or progression of substance misuse. This Understanding will be submitted to meet the requirements of the community-based process for the Outreach, Screening, Assessment, and Referral program funded by the **Texas Health and Human Services Commission (HHSC)**.

Abilene Recovery Council will be responsible for facilitating the following tasks and objectives:

- Attend meetings of community and social service agencies, judicial and/or law enforcement departments, probation/parole departments, mental health and co-occurring psychiatric and substance misuse disorders (COPSD) service providers, Federally Qualified Health Centers, Regional Public Health Centers, 2Ingage, and the Department of Family and Protective Services to foster networking, service enhancement, regional substance misuse treatment system issue resolution, and community mobilization through the community-based process. These meetings also include quarterly collaborative meetings organized by the Council.
- Provide screening, assessment (when requested by treatment provider), and problem identification and referral services for adults/youth who have indulged in or are at risk of indulging in the use of ATOD and their families that may include as appropriate: placement into treatment programs such as medication assisted recovery (also known as Medication Assisted Treatment), detoxification, outpatient, and intensive residential; recovery support services; interim services; and follow-ups to determine if the client presented at referral locations.
- Brief interventions including, but not limited to crisis intervention and Motivational Interviewing (MI) will be offered as pre-treatment services to help individuals move through the stages of change to a state of readiness to address substance use problems. Motivational counseling and referrals to other support services will be offered to assist the client in maintaining engagement in the recovery process and while waiting for residential treatment.
- Provide initial interim services for individuals awaiting residential treatment placement by maintaining weekly contact with clients who are on treatment waiting list(s) until they are admitted into treatment and connecting them with other recovery support services including but not limited to referrals to support groups, peer recovery coaches, and additional social services, as needed.
- Counselors will contact the treatment facility as needed to determine the facility's current capacity and treatment availability.
- When immediate treatment capacity is not available, counselors will contact multiple treatment facilities to determine which facility has the shortest wait list and make every effort to ensure the shortest waiting period possible for the client. Counselors may also contact HHSC OSAR and Treatment Program Specialists to assist in finding treatment placement. Counselors may place the client on waitlists at multiple treatment facilities as part of the referral process. Once the client is successfully admitted into a treatment facility, the counselor will contact the other facilities to remove the client from their wait list.
- Determine and document financial eligibility for services through HHSC and/or other funding sources at the time of screening. If the client is not eligible for HHSC funding, counselors will provide and document referrals to alternative service providers consistent with the client's needs and financial resources.
- Follow screening procedures to identify members of priority populations. HHSC has established priority populations for treatment in accordance with Federal Substance Abuse Block Grant regulations and state designation. Treatment Contractors shall give preference for treatment services in the following order of priority: pregnant injecting drug users; pregnant substance misusers; injecting drug users; parents with children in foster care; and veterans with honorable discharges. Department of Family and Protective Services (DFPS)/2Ingage referrals must receive priority admission behind the priority population. OSAR counselors will coordinate with the treatment provider to ensure that clients on the OSAR waitlist are being admitted in an appropriate and timely manner.
- Conduct and document an Informed Consent for all opioid/opiate dependent individuals seeking treatment. The Informed Consent will include the following options: 1) medication assisted treatment 2) medically supervised withdrawal (detox) or 3) no treatment.
- Provide general overdose prevention education to all clients (to include education on naloxone) and specific overdose prevention activities for clients with opioid use disorders and clients that use drugs intravenously.
- Provide referrals to the Council's Parenting Awareness and Drug Risk Education Services (PADRES) program for parents (adult and youth) with substance use disorders or who are at risk of developing substance use disorders, as appropriate.
- Provide referrals to the Council's or another HHSC-funded Recovery Support Services (RSS) program for integrated recovery support for qualified individuals who are motivated to sustain their substance misuse recovery and work toward achieving recovery-oriented personal goals, as appropriate.

- Provide screenings for tuberculosis (TB), hepatitis B and C, sexually transmitted infections (STIs), and Human Immunodeficiency Virus (HIV). Counselors will make referrals to community resources for further testing and counseling when appropriate.
- Upon determining that a client has a Co-Occurring Psychiatric and Substance Use Disorder (COPSD), the OSAR counselor will refer the client to an HHSC-funded Local Mental Health Authority (LMHA), HHSC-funded COPSD provider, or other appropriate community resources.
- Assess tobacco use for all clients and provide tobacco cessation assistance for clients who choose to pursue quitting.
- Agree to comply with all state and federal laws, regulations, rules, procedures and policies regarding confidentiality and protection of client information and records, including, but not limited to: Title 42 Code of Federal Regulations Part 2 requirements (42 CFR Part 2), confidentiality requirements, Protected Health Information (PHI) transmission, and Health Insurance Portability and Accountability Act (HIPAA) compliance.
- When funding is available, the Council shall provide opioid overdose prevention kits (naloxone/Narcan) to individuals, first responders, and community organizations for use and distribution throughout the 30 counties of HHSC Region 2.

Montague County agrees to support and assist in the following tasks:

- Utilize Abilene Recovery Council services for clients and/or staff when appropriate.
- Provide consents for release of confidential information to Outreach Coordinators (OSAR counselors) and Abilene Recovery Council in order to ensure coordination of services for OSAR clients and assist in the continuum of care process when appropriate.
- Agree to comply with all state and federal laws, regulations, rules, procedures and policies regarding confidentiality and protection of client information and records, including, but not limited to: Title 42 Code of Federal Regulations Part 2 requirements (42 CFR Part 2), confidentiality requirements, Protected Health Information (PHI) transmission, and Health Insurance Portability and Accountability Act (HIPAA) compliance.
- Provide confidential office space for the Council's OSAR counselors to provide OSAR services when appropriate and mutually agreed upon by both organizations.
- Accept referrals from the Council for clients who qualify for services and coordinate with OSAR counselors to ensure OSAR clients are admitted in an appropriate and timely manner.
- Refer clients back to the Council's OSAR, PADREs, and/or RSS programs for continuum of care services to include interim services groups, and/or recovery support services when appropriate.
- Offer networking and coalition building assistance for community mobilization, environmental and social policy making, cross referral, and regional substance misuse treatment system issue resolution purposes.

FISCAL YEARS 2026-2030 GRANT PERIOD (September 1, 2025-August 31, 2030)

Either party may terminate this MOU immediately without cause by furnishing the other party written notice of the date of termination to the appropriate contact party named herein or their designate.

Signature:

Signature:

Karla Rose
Executive Director
Abilene Recovery Council

Date

Date

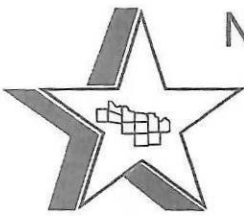
Printed Name

Abilene Recovery Council Contact Person:
Misty Manie, LMFT, LCDC/PSS
Clinical Director of Operations
OSAR Program Director
940-224-6200

Title

Key Contact Person

Telephone Number



Nortex
Regional
Planning
Commission

P.O. Box 5144
Wichita Falls, Texas 76307
Area 940-322-5281
Fax 940-322-6743

July 31st, 2025

Honorable Kevin Benton
Montague County Judge
11339 Highway 59 N
Montague, Texas 76251-0475

Dear Judge Benton:

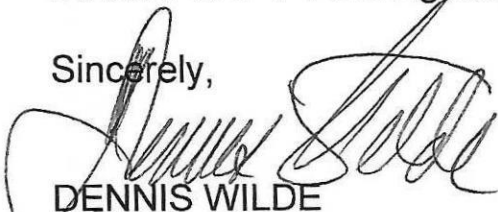
Please find enclosed the Interlocal Agreement for 9-1-1 Public Safety Answering Point Services between Nortex Regional Planning Commission and Montague County. This agreement serves as a renewal of the previous contract expiring on August 31, 2025.

The Texas Commission on State Emergency Communications mandates these contracts under the Health and Safety Code, Chapter 771.

We are providing you with two (2) duplicate original copies of the contract. Please sign BOTH copies in two places on each document and return ONE signed copy to Nortex Regional Planning Commission.

If you have any questions, feel free to contact either myself or Tim Bryant, Director of 9-1-1 Emergency Services

Sincerely,



DENNIS WILDE
Executive Director

Enclosures

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

- 1.1 The Nortex Regional Planning Commission (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Texas Local Government Code, Chapter 391. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 3 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 Montague County Texas (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.
- 1.3 The Commission, as authorized by Health and Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

- 2.1 Applicable law includes but is not limited to federal law and regulations pertaining to the provisioning of 9-1-1 service; Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapters 783 (Uniform Grant and Contract Management), including the Texas Grant Management Standards (TxGMS) promulgated thereunder, 791 (Interlocal Cooperation Act), 2054 (Information Resources), and 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapters 391 (Regional Planning Commissions) and 441, Subchapter J (Preservation and Management of Local Government Records).
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

- 3.1 The Local Government agrees to:
 - 3.1.1 Operate and maintain the Montague County Sheriff's Office PSAP(s) located at 111 S Grand St, Montague Texas;
 - 3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

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

3.2 Ownership, Transference & Disposition of Equipment

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

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

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

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

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

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

3.3 Inventory

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

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

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

3.4 Security

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

3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately by Local Government to RPC staff. Any actual, attempted, or suspected misuse of 9 1-1 equipment shall be reported immediately by Local Government to RPC staff.

3.5 Training

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

3.6 Cybersecurity Training

3.6.1 Local Government Computer System: RPC and Local Government represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. The Local Government shall verify and report on the completion of a cybersecurity training program certified under Texas Government Code 2054.519 by employees of the Local Government, and require periodic audits to ensure compliance with this section.

3.6.2 State Computer System or Database: If RPC or the Local Government personnel have access to any state computer system or database, including a Commission computer system or database, such personnel must annually complete cybersecurity training certified under Texas Government Code Section 2054.519 and verify completion of the training program to the Commission pursuant to and in accordance with Texas Government Code Section 2054.5192.

3.7 Operations

The Local Government shall:

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

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

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

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

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

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

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

3.7.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

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

Article 4: Performance Monitoring

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

Article 5: Procurement

- 5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.
- 5.3 The RPC and Local Government shall require any company that submits a bid or proposal with respect to a contract for goods or services to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Article 6: Financial

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.
- 6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.
- 6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- 6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

- 6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
- 6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

- 7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;
- 7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.
- 7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

- 10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
- 10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The

representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

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

Article 12: Notice to Parties

- 12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.
- 12.2 The RPC's address is:
Nortex Regional Planning Commission
4309 Old Jacksboro Hwy Suite 200
Wichita Falls Texas 76302

The Local Government's address is:
Montague County Courthouse Annex
11339 Highway 59 North
Montague Texas 76251
- 12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

- 13.1 This Agreement is effective as of September 1, 2025, and shall terminate on August 31, 2027.
- 13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

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

Article 15: Confidentiality

- 15.1 The parties will comply with the Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information related to this Agreement and all data and other information generated or otherwise obtained in its performance.

Article 16: Indemnification

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

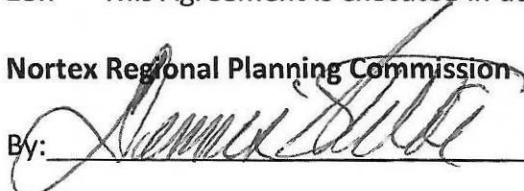
Article 17. Historically Underutilized Business Requirements

- 17.1 The Local Government shall comply with requirements of Texas Government Code, Chapter 2161 regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Law.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
- 18.5 The following Attachments are part of this Agreement:
- | | |
|--------------|---|
| Attachment A | Ownership Agreement |
| Attachment B | Transfer of Ownership Form |
| Attachment C | Scope of Work |
| Attachment D | PSAP Operations Performance Measures and Monitoring |
| Attachment E | Commission Documents |
- 18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
- 18.7 This Agreement is executed in duplicate originals.

Nortex Regional Planning Commission

By: 

Printed Name: Dennis Wilde

Title: Executive Director

Date: 8/22/2025

Montague County Texas

By: _____

Printed Name: Hon. Kevin Benton

Title: County Judge

Date: _____

Attachment A Ownership Agreement

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

The RPC hereby establishes all 9-1-1 equipment located at Montague County Sherriff's Office (PSAP Name), in Montague Texas, Montague County, to be the property of Nortex Regional Planning Commission, hereinafter referred to as "Owner".

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

[Attach equipment inventory list.]

Nortex Regional Planning Commission

Montague County Texas

By: 

By: _____

Printed Name: Dennis Wilde

Printed Name: Hon. Kevin Benton

Title: Executive Director

Title: County Judge

Date: 8/22/2025

Date: _____

Attachment B
Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between Nortex Regional Planning Commission (RPC) and Montague County Texas (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ____ Yes ____ No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

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

Reviewed by: _____

Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C

Scope of Work

This Scope of Work is a part of the Interlocal Agreement for the Provision of Emergency 9-1-1 Service for Public Safety Answering Point (PSAP) equipment between the RPC and the Local Government. The following provisions describe the responsibilities of the Local Government and RPC providing PSAP services.

The Local Government agrees to **adhere to all applicable federal and state laws**, as well as the rules, standards, and requirements established by the **Regional Planning Commission (RPC)** and the **Commission on State Emergency Communications (CSEC)**, in its operation of the Public Safety Answering Point (PSAP).

The Local Government shall implement appropriate security measures to **prevent the integration of non-CSEC approved third-party software applications** into the PSAP CHE and Integrated Workstations, in accordance with Rule 251.7, Guidelines for Implementing Integrated Services.

The Local Government shall periodically test and verify accuracy of relocation and response routing functions.

The Local Government shall gather and provide RPC with any required documentation or data to support regional compliance and reporting efforts.

The Local Government shall ensure that backup systems are regularly tested (e.g., generator).

The Local Government shall provide copies of logs and reports to support the RPC in collecting efficiency data related to PSAP operations.

Furthermore, the Local Government shall maintain the security of the 9-1-1 system by **prohibiting the connection of any external devices** to 9-1-1 equipment and ensuring that **only RPC-authorized equipment** is connected to dedicated 9-1-1 power outlets, to prevent service disruptions.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

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

[List reports necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Logs

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

1. 9-1-1 In-House Training Log at least once per quarter;
2. Public Education Materials Distribution Log at least once per quarter;
3. 9-1-1 Equipment Trouble Log at least once per quarter;
4. Certification of TTY/TDD testing at least once per quarter;
5. 9-1-1 Network Testing Log at least once per quarter;
6. Text to 9-1-1 Testing Log at least once per quarter;
7. Generator Testing Log at least once per quarter;
8. Cybersecurity Training Log at least per year;

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

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

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

Refer to the included PSAP Monitoring Checklist Form.

[List inspections necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

(Due Quarterly)

[illegible]

(Due Quarterly)

[illegible]

(Due Quarterly)

[illegible]

(Due Quarterly)

PSAP Name: _____

[illegible]

(Due Quarterly)

[illegible]

(Due Quarterly)

[illegible]

(Due Quarterly)

[illegible]

Attachment D
Cybersecurity Training Log

PSAP Name: _____

[illegible]

NORTEX REGIONAL PLANNING COMMISSION

PSAP MONITORING CHECKLIST

County Name:		Date:	
PSAP Name:		Telephone Number:	
PSAP Contact Person:		RPC 9-1-1 Monitor:	
CPE Vendor:	MOTOROLA	CPE Maint. Vendor:	WSC
CPE Brand/Model:	VESTA GEO-DIVERSE V911 8.0 HF1		

1. CPE - Front Room

Category	Compliance	Comments
Position 1 Equipment Operating Properly	(PPS 031 A.1.h)	
Position 2 Equipment Operating Properly	(PPS 031 A.1.h)	
Map Display	(PPS 031 A.1.h)	
Verify ANI/ALI DISPLAY	(PPS 031 A.1.a,b)	
Contingency Routing Plan	(PPS 031 A.1.k)	Built into ESInet Policy Routing Rules when circuits fail
No unauthorized third party software/integration	(PPS 031 A.1.m)	This is a closed network
Wireless Phase I & II E9-1-1 level of service	(PPS 031 A.1.c)	Minimal No Class of Service Calls
RPC Contact Information Posted and Available		
WSC Contact POSTED & Available		
Poison Control Direct Transfer Displayed	(PPS 031 A.1.o)	800-816-1100
Language Service Info & PSAP ID Posted	(PPS 031 A.1.n)	

2. CPE Backroom

Category	Compliance	Comments
Lighting, Cleanliness, Ventilation		
Backroom Secure		
Back-up Power (UPS)	(PPS 031 A.1.g)	

3. Recorders

Brand/Model DSS/Equature NG9-1-1 Performance Solution

Category	Compliance	Comments
Recorder Functioning	(PPS 031 A.2.a)	
9-1-1 lines recorded	(PPS 031 A.2.a)	

4. Testing

Category	Compliance	Comments
Test Text to 9-1-1 Call		Field tested by GIS Staff
Test Wireless Call		

Additional Comments:

REVISED 07/08/2025

Attachment E

Commission Documents

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

1. Commission Legislation: https://www.csec.texas.gov/s/statutes?language=en_US
2. Commission Rules: https://www.csec.texas.gov/s/rules?language=en_US
3. Commission Program Policy Statements:
https://www.csec.texas.gov/s/program-policy-statements?language=en_US