



# PLAN CUSTOMIZER SUMMARY FOR PLAN YEAR 2021

Montague County

## CURRENT PLAN AND PROPOSED PLAN(S)

	Current Plan	FY21 Plan Optio
<b>Basic Plan Options</b>		
Employee Deposit Rate	7.00%	7.00%
Employer Matching	250%	250%
Application of Matching	Future Only	Future Only
Prior Service Credit	125%	125%
<b>Retirement Eligibility</b>		
Age 60 (Vesting)	5 yrs of service	5 yrs of service
Rule Of	75 yrs total age + service	75 yrs total age + service
At Any Age	30 yrs of service	30 yrs of service
<b>Optional Benefits</b>		
Partial Lump-Sum Payment at Retirement	No	No
Group Term Life	NONE	NONE
COLA	N/A	N/A
<b>Retirement Plan Funding</b>		
Normal Cost Rate	8.87%	8.87%
UAAL/(OAAL) Rate	1.46%	0.70%
Required Rate	10.33%	9.57%
Elected Rate	14.24%	14.24%
Additional Employer Contribution	\$0.00	\$500,000.00
<b>Total Contribution Rate</b>		
Retirement Plan Rate	14.24%	14.24%
Group Term Life Rate	0.00%	0.00%
Total Contribution Rate	14.24%	14.24%
<b>Valuation Results</b>		
Actuarial Accrued Liability	\$26,623,791	\$26,623,791
Actuarial Value of Assets	\$25,454,222	\$25,917,185
Unfunded/(Overfunded) Actuarial Liability	\$1,169,569	\$706,606
Funded Ratio	95.6%	97.3%



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# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

## Liability Renewal Questionnaire

Member: Montague County

Coverage Period: March 1, 2021 through March 1, 2022

Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. **NOTE: Omitted information may result in an exclusion from coverage.**

The following coverage is eligible for renewal:

- Auto Liability
- Auto Physical Damage
- General Liability
- Public Officials Liability
- Law Enforcement Liability

Your Vehicle Schedule is attached to this renewal questionnaire. We ask that you review your Vehicle Schedule carefully and report any of the following:

- Sold or totaled vehicles
- Newly purchased or obtained vehicles

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Yolanda Mondragon at 800-456-5974 or [yolandam@county.org](mailto:yolandam@county.org).

### Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Pool Coordinator: Laura Moore

Email: [l.moore@co.montague.tx.us](mailto:l.moore@co.montague.tx.us)

Phone Number: (940) 894-2401

Fax Number: (940) 894-3999

Address: PO Box 475

City, State, Zip: Montague TX, 76251-0475

## Liability Renewal Questions

1. Please update the total number of Montague County employees, including elected officials.

	Total	Airport	Hospital	
Full Time Employees:	108			Full Time = 35 or more hours per week
Part Time Employees:	27			Part Time = Less than 35 hours per week
Volunteers:	2			Volunteer = Actively serving

## Auto Liability

Current Auto Liability Deductible: \$0

To make changes to your current Auto Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Auto Liability	<input checked="" type="checkbox"/>			\$100,000/\$300,000/\$100,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Personal Injury Protection	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject	\$5,000		
Uninsured / Underinsured Motorist		<input type="checkbox"/> Add			<input type="checkbox"/>	<input type="checkbox"/> \$30k/\$60k/\$25k <input type="checkbox"/> \$50k/\$100k/\$50k <input type="checkbox"/> \$100k/\$300k/\$100k

## Vehicle Schedule Verification

- ☒ Yes, I have reviewed Montague County's Vehicle Schedule, and made corrections and updates which are incorporated into this Liability Renewal Questionnaire.

## Auto Physical Damage

Current Auto Physical Damage Collision Deductible: \$500  
 Current Auto Physical Damage Comprehensive Deductible: \$500

**General Liability**

Current General Liability Deductible: \$0

To make changes to your current General Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
General Liability	<input checked="" type="checkbox"/>			\$100,000/\$300,000/\$100,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Unmanned Aircraft	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			

1. How many law enforcement watercrafts under 26 feet, do you own? 0

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model and Value YUNEEC - 520 w/520 \$4,058.97
- b. Weight in lbs including all attachments 4.25 lbs 57.602
- c. Year and Serial Number 2018 YU1744 006B11A01
- d. Description of use Aerial Photography, Search for Fugitives, Rescue of Lost Persons
- e. Operator Name Jack Lawson
- f. Date of Receipt of FAA COA & Registration Number as applicable FA3FEK3349
- g. Total U.A.S./Drone flight hours 3 hr. 50 min.
- h. Description of Training Certifications Remote Pilot #4283637

3. Does your county own an airport? Yes ☐ No ☒

If yes, who operates the airport? \_\_\_\_\_

If the airport is privately operated, the Pool recommends Montague County request a currently dated Certificate of Insurance issued by the airport operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability (airport facility operations)
- Employment Practices Liability
- Property (if the County owns the building)

**Public Officials Liability**

Current Public Officials Liability Deductible: \$1,000

To make changes to your current Public Officials coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Attorney		<input type="checkbox"/> Add				
District Judge		<input type="checkbox"/> Add				
Back Wages - Optional Increased Limits <small>(included coverage limit is \$50,000/\$100,000)</small>		<input type="checkbox"/> Add			<input type="checkbox"/>	<input type="checkbox"/> \$50,000/\$100,000 <input type="checkbox"/> \$100,000/\$250,000 <input type="checkbox"/> \$250,000/\$500,000 <input type="checkbox"/> \$500,000/\$1,000,000 <input type="checkbox"/> \$1,000,000/\$1,000,000



**Law Enforcement Liability**

Current Law Enforcement Liability Deductible: \$10,000

To make changes to your current Law Enforcement Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Judge		<input type="checkbox"/> Add				
Unmanned Aircraft	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			

1. Please review the list of law enforcement departments and agencies below and add or delete as appropriate:

*Example: Sheriff's Department, Constables' Offices, Detention Facilities*

Montague County Attorney's Office  
 Montague County Constable's Office  
 Montague County Employees Of The District Attorney's Office  
 Montague County Juvenile Probation Department  
 Montague County Sheriff's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

a. U.A.S./ Drone Model and Value YUNEEC - 520w/520 \$4,058.97  
 b. Weight in lbs including all attachments 4.25 lbs 57.6 oz  
 c. Year and Serial Number 2018 YU1744006B11A01  
 d. Description of use Aerial Photography, Search for Fugitives, Rescue of Lost Persons  
 e. Operator Name Jack Lawson  
 f. Date of Receipt of FAA COA & Registration Number as applicable FA3FEK33A9  
 g. Total U.A.S./Drone flight hours 3 hr. 50 min.  
 h. Description of Training Certifications Remote Pilot #4283637

3. Please provide below, the current number of Law Enforcement personnel for all law enforcement office, department, and agency listed above. If no Juvenile - Class B personnel are reported, coverage will not be provided for these personnel.

**NOTE:** Full time = 35 or more hours per week. Part Time = Less than 35 hours per week

Actively Engaged			Juvenile			Other			Reserves		
<b>Include:</b> sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel			<b>Include:</b> probation officers, detention center guards, boot camp instructors			<b>Include:</b> dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel			<b>Include:</b> all reserve and auxiliary officers and employees		
Class A	Full Time:	24	Class B	Full Time:	3	Class C	Full Time:	6	Class D	Full Time:	-
	Part Time:	3		Part Time:	-		Part Time:	-		Part Time:	3

4. Does Montague County participate in a Law Enforcement Task Force? Yes ☒ No

If yes, do you lead this Task Force? Yes ☒ No

Name of Law Enforcement Task Force: \_\_\_\_\_

5. Do you participate in a Mutual Aid Agreement? Yes ☒ No

If yes, list name of Mutual Aid Agreement \_\_\_\_\_

6. Is any law enforcement officer, office, department or agency for which coverage is requested under any criminal or administrative investigation? Yes ☒ No

If yes, provide details or circumstances which are unprivileged public information.



7. Does Montague County own a Jail Facility and/or Detention Facility? ☒ Yes ☐ No

If yes, who operates the Jail Facility? Montague County Sheriff's Office

If yes, who operates the Detention Facility? \_\_\_\_\_

If the Jail Facility or Detention Facility is privately operated, the Pool recommends Montague County request a currently dated Certificate of Insurance issued by the facility operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

General Liability

Professional Liability

Employment Practices Liability

Property (if the County owns the building)

8. If Montague County operates a Jail Facility and/or Detention Facility, please provide a copy of the Certificate of Compliance from the Texas Commissions of Jail Standards.

9. If a copy of the Certificate of Compliance is not held, attach information on actions being taken to bring facility into compliance. NOTE: Failure to provide Certificate of Compliance from the Texas Commissions of Jail Standards may result in the jail being excluded from coverage.

#### Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes ☒ No

If yes, please describe:

Has the situation been reported to TAC Claims Department? Yes ☐ No ☐

### Acknowledgement and Acceptance

Montague County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.

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Signature of County Judge or presiding official of the Political Subdivision

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Date



# **CERTIFICATE OF COMPLIANCE**

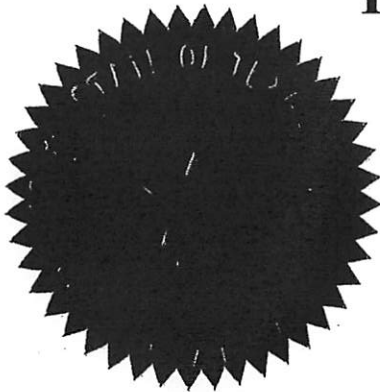
This is to certify that the

## **MONTAGUE COUNTY JAIL**

**Has been duly inspected on  
October 15, 2019**

**and has been found that date to be in compliance with  
Texas Minimum Jail Standards**

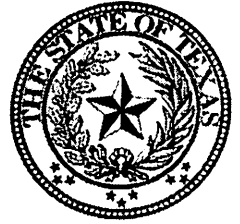
Under Authority of Government Code,  
Chapter 511, Texas Commission On Jail Standards



*Brandon S. Wood*  
\_\_\_\_\_  
**Brandon S. Wood, Executive Director**

**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)775-7954



**CHIEF PUBLIC DEFENDER**

Edward Ray Keith Jr.

**DEPUTY PUBLIC DEFENDER**

Keri Mallon

**CHIEF FINANCIAL OFFICER**

Amy Sharb

**SYSTEM ADMINISTRATOR**

Elaine Nauert

Honorable Kevin Benton  
County Judge  
County of Montague  
PO Box 475  
Montague, Texas 76251

Via email: [co.judge@co.montague.tx.us](mailto:co.judge@co.montague.tx.us)

**RE: Formation of Regional Public Defender Office Local Government Corporation; Approval of Interlocal Agreement.**

Honorable Judge Lewis:

First, let me thank you and Montague County for contracting with and partnering with Lubbock County and the Regional Public Defender for Capital Cases (RPDO) in providing qualified legal defense teams to represent indigent capital murder defendants in your jurisdiction. The program has grown tremendously and now more than 184 eligible counties in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> Administrative Judicial Regions participate in the program. The RPDO now has offices in Lubbock, Wichita Falls, Terrell, Angleton, Austin and San Antonio.

Because of the growth and success that RPDO has enjoyed, earlier this year the Lubbock County Commissioners Court, with the collaboration of the RPDO Oversight Advisory Board, decided to move forward with creating the Regional Public Defender Office Local Government Corporation (RPDO-LGC). As a local government corporation, the RPDO-LGC, on behalf of Lubbock County, will take over providing legal defense services to indigent defendants for participating counties who enter into interlocal agreements with the RPDO-LGC. In other words, the RPDO-LGC will provide the exact same services that the previous RPDO had been providing for your county.

However, since the RPDO-LGC is a separately incorporated legal entity, **it will be necessary for each participating county, by January 1, 2021, to enter into a new interlocal agreement with the RPDO-LGC as the current RPDO office will cease to exist as of December 31, 2020.** Enclosed is a new interlocal agreement for your consideration. The substantive terms and conditions of the agreement, including fees charged to the County, are the same as the current interlocal agreement your county has with the RPDO. From the County's standpoint, there should be little, if any, change in how the program operates.

Angleton  
(979)266-7613

Austin  
(512)756-4621

Lubbock  
(806)775-1522

San Antonio  
(210)886-8789

Terrell  
(972)551-0100

Wichita Falls  
(940)264-6169

I've also enclosed for your records a copy of the RPDO-LGC Articles of Incorporation and the makeup of the Board of Directors.

We are excited about this new development and look forward to Montague County continuing to be a part of the program. If you have any questions, please do not hesitate to contact me or Ray Keith, RPDO Chief Public Defender.

Sincerely,



William Cox  
RPDO-LGC Board Chair  
First Asst. Public Defender, El Paso County



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Edward Ray Keith, Jr.  
Regional Public Defender for Capital Cases

*Enclosures:*

*Interlocal Agreement*

*Board of Directors*

*Articles of Incorporation*

## **INTERLOCAL AGREEMENT**

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION ("RPDO")**, and **Montague COUNTY, TEXAS ("PARTICIPANT")**, a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### **RECITALS**

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Montague County, Texas outlined herein; and

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### **ARTICLE I** **PROGRAM**

- 1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$4,200,000 in FY20 and \$4,200,000 in FY21. Of



this total, \$4,200,000 in FY20 and \$4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission (“TIDC”). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program’s budget is cost-sharing commensurate with all eligible counties’ applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective January 1, 2021 and continue through September 30, 2021. Thereafter, the agreements shall renew automatically each October 1<sup>st</sup> for a successive one-year term through September 30, 2021, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT’s geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT’s expense.
- 1.03 **Duties and Responsibilities of the RPDO.** The RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO. The RPDO will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the RPDO will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT’s continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the RPDO in meeting pre-established goals and objectives. The RPDO will provide copies of the analysis to PARTICIPANT’s Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years’ data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

## **ARTICLE II**

### **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

**If to RPDO:**

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [RKeith@rpdo.org](mailto:RKeith@rpdo.org)

**If to PARTICIPANT:**

Honorable Kevin Benton  
County Judge  
Montague County  
PO Box 475,  
Montague, Texas 76251  
E-Mail: [co.judge@co.montague.tx.us](mailto:co.judge@co.montague.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.
- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 **Withdrawal by Party.**

- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.
- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF Montague

\_\_\_\_\_  
William Cox, Chairman

\_\_\_\_\_  
Honorable Kevin Benton  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Geoff Burkhardt  
Board Secretary

\_\_\_\_\_  
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

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Matthew L. Wade  
Underwood Law Firm  
General Counsel

<b>County</b>	<b>2010 Pop</b>	<b>%Total Pop</b>	<b>Avg cases per yr</b>	<b>%Total Cases</b>	<b>FY21 Cost per County</b>
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00
Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00
Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00
De Witt	20,097	0.23%	0	0.00%	\$5,374.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00



Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00
Hartley	6,062	0.07%	0	0.00%	\$1,101.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00

Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,258.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,831.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00
Lubbock	278,831	3.13%	3	2.29%	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$1,561.00
Marion	10,546	0.12%	0.1	0.08%	\$1,000.00
Martin	4,799	0.05%	0	0.00%	\$14,830.00
Mason	4,012	0.05%	0	0.00%	\$3,549.00
Matagorda	36,702	0.41%	1.1	0.84%	\$1,000.00
McCulloch	8,283	0.09%	0	0.00%	\$1,000.00
McMullen	707	0.01%	0	0.00%	\$24,155.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00
Rains	10,914	0.12%	0.6	0.46%	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00

Roberts	929	0.01%	0	0.00%	\$1,000.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00
Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00
Waller	43,205	0.49%	0.9	0.69%	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00

**REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION BOARD OF  
DIRECTORS**

The RPDO-LGC is governed by a Board of Directors and a Chief Public Defender who serves as the Chief Executive Officer. The Board of Directors consists of thirteen (13) members comprised as follows:

- Three (3) members of County Commissioners Court from different participating counties appointed by the initial directors;
- Two active or retired judges appointed by the initial directors;
- Two (2) licensed attorneys with substantial capital defense experience appointed by the initial directors;
- Three (3) members appointed by the Executive Director of the Texas Indigent Defense Commission who are licensed attorneys in Texas with substantial experience in capital defense or indigent defense policy and practice;
- Three (3) Ex Officio members:
  - The Executive Director of the Texas Judicial Council;
  - The Executive Director of the Texas Indigent Defense Commission; and
  - The Executive Director of the Texas Defender Service.

The Directors terms are four (4) years staggered except for *ex officio* members who serve for the duration of their service in their respective positions. The current members of the Board of Directors are as follows:

William Cox – Board Chair – Interim Chief Public Defender, El Paso County

Andrea Marsh – Vice Chair – Director, Richard & Ginni Mithoff Pro Bono Program-University of Texas Vacant – District Judge

Hon. Lora Livingston – 261<sup>st</sup> Civil District Court, Travis County,

Texas Hon. Judge Curtis Parrish – Lubbock County Judge

David Slayton – Administrative Director, Office of Court

Administration Geoff Burkhart – Executive Director, Texas Indigent

Defense Commission Kathryn McNiel – Executive Director, Texas Defender Service

Chuck Statler – County Commissioner, Taylor County,

Texas Bill McCay – County Commissioner, Lubbock

County, Texas Rick Wardroup – Texas Criminal Defense

Lawyers Association Abner Burnet – Director, Texas Rio Grande Legal Aid

Dan Hurley – Criminal Defense Attorney, Lubbock, Texas

**ARTICLES OF INCORPORATION OF THE  
REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION**

We, the elected Commissioners Court of Lubbock County, Texas (herein "County"), hereby approve and adopt the following Articles of Incorporation for the Regional Public Defender Office Local Government Corporation.

**ARTICLE I**

The name of the corporation is the Regional Public Defender Office Local Government Corporation (herein "Corporation").

**ARTICLE II**

The Corporation is a public, non-profit corporation.

**ARTICLE III**

The period of duration of the Corporation shall be perpetual.

**ARTICLE IV**

The Corporation is organized for the purposes outlined in Subchapter D, Chapter 431, Texas Transportation Code (herein "Act"). Specifically, the Corporation is authorized to participate on behalf of the County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the Corporation to provide defense services. The Corporation is designated as a "Local Government" pursuant to Section 791.003(4)(B), Texas Government Code (the Interlocal Cooperation Act).

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions now or hereafter given by the general laws of the State of Texas to non-profit corporations.

The Corporation shall have all other powers of a like or different nature, not prohibited by law, which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including to promote the common good and general welfare as provided by the Act, including, without limitation, the financing, acquisition, construction, ownership, maintenance and operation of any facilities.

**ARTICLE V**

The Corporation shall have no members and shall have no stock.

## **ARTICLE VI**

The street address of the initial registered office of the Corporation is 916 Main St. Suite 900, Lubbock, Texas 79401 and the name of its initial registered agent at such address is Edward Ray Keith, Jr.

## **ARTICLE VII**

The Board of Directors (the "Board") shall consist of thirteen (13) Directors. The current members of the Regional Public Defender Oversight Board shall serve as the initial directors. The name and address of each initial director is attached hereto, and incorporated herein, as Exhibit A. All Directors serve without compensation but may be reimbursed for actual expenses incurred in the performance of the Director's duties.

On January 1, 2021, the Board shall be composed of the following members:

- 1) Three (3) members of County Commissioners Court from different participating counties appointed by the initial directors;
- 2) Two (2) active or retired judges appointed by the initial directors;
- 3) Two (2) licensed attorneys with substantial capital defense experience appointed by the initial directors;
- 4) Three (3) members appointed by the Executive Director of the Texas Indigent Defense Commission who are licensed attorneys in Texas with substantial experience in capital defense or indigent defense policy and practice;
- 5) Three (3) members who will serve Ex Officio:
  - A) The Executive Director of the Texas Judicial Council;
  - B) The Executive Director of the Texas Indigent Defense Commission;
  - C) The Executive Director of the Texas Defender Service;

No active criminal trial judge or prosecutor may serve on the board.



Except as otherwise provided in these Articles of Incorporation or Bylaws, all powers of the Corporation shall be vested in the Board. The Directors' terms of office shall be four (4) years in staggered terms determined by the initial directors, except for ex officio members who shall serve for the duration of their service in their respective positions.

When any Director appointed by the initial directors ceases to hold his/her position for any reason, the Director's position will be filled by appointment by majority vote of the Board of Directors.

When any Director appointed by the Executive Director of the Texas Indigent Defense Commission ceases to hold his/her position for any reason, the Director's position will be replaced by the Executive Director of the Texas Indigent Defense Commission. Any Director appointed by the Executive Director of the Texas Indigent Defense Commission may be removed from office for cause or at will by the Executive Director of the Texas Indigent Defense Commission.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas. Adoption of the Bylaws shall require approval of a majority of the Directors. The Bylaws shall contain a provision that once adopted, they may not be amended except without approval of a majority of the Directors. Until such time as the Bylaws are adopted and approved, all Board action shall require approval of a majority of the Directors.

All Board meetings are public meetings and are subject to the Texas Open Meetings Act codified in Texas Government Code Chapter 551. The Corporation is subject to the Texas Public Information Act codified in Texas Government Code Chapter 552.

## **ARTICLE VIII**

The incorporators of the Corporation are the following three members of the Commissioners Court of Lubbock County: Curtis Parrish, Bill McCay, and Chad Seay. The Order adopting and approving the Articles of Incorporation has been adopted by the Lubbock County Commissioners Court by order dated June 22, 2020

## **ARTICLE IX**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for damages resulting from (i) any breach of the Director's duty of loyalty to the Corporation, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) acts or omissions for which the liability of a Director is expressly provided by statute. In addition to the circumstances in which a Director shall not be liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director. The Corporation is authorized to hire legal counsel to represent any Director in any legal matter in which the Director is named in his or her official capacity, subject to the majority approval of the Board of Directors or as detailed in the Bylaws.

## ARTICLE X

Regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (c) shall not attempt to influence the outcome of any election for public office .

## ARTICLE XI

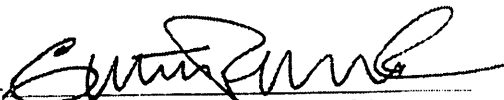
If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and any bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all property, cash or cash equivalent assets will be distributed to Lubbock County, Texas.


## ARTICLE XII

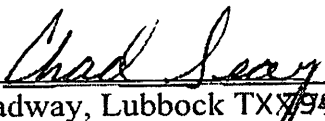
These Articles may be changed or amended by the Board of Directors upon approval by the Commissioners Court of Lubbock County, Texas.

IN WITNESS HEREOF, we have hereunder set our hands this 22 day of June,  
2020.

Incorporators:

Curtis Parrish   
Address: 904 Broadway, Lubbock TX 79401  
Telephone: (806) 775-1 330

Bill McCay   
Address: 904 Broadway, Lubbock TX 79401  
Tele phone: (806) 775-1335

Chad Seay   
Address: 904 Broadway, Lubbock TX 79401  
Telephone: (806) 775-1335

**EXHIBIT A**  
(to the Articles of Incorporation of the  
Regional Public Defender Office Local  
Government Corporation)

**The names and street addresses of the thirteen (13) initial Directors are:**

**Director Position 1:**

Name: William R. Cox  
Address: 500 E. San Antonio, #501, El Paso, TX 79901  
Telephone: (915) 546-8185

**Director Position 2:**

Name: Abner Burnett  
Address: 316 S. Closner Blvd, Edinburg, TX 78539  
Telephone: (956) 393-6206

**Director Position 3:**

Name: Lora Livingston  
Address: 1000 Guadalupe St. Suite 308, Austin, TX 78701  
Telephone: (512) 854-9309

**Director Position 4:**

Name: David Slayton  
Address: 205 W 14<sup>th</sup> St. 6<sup>th</sup> Floor, Austin, TX 78701  
Telephone: (512) 463-1626

**Director Position 5:**

Name: Geoff Burkhart,  
Address: 209 West 14<sup>th</sup> Street, Room 202, Austin, TX  
78701 Telephone: (512) 936-6994

**Director Position 6:**

Name: Kathryn McNiel  
Address: 510 S. Congress Avenue, Suite 304, Austin TX 78704  
Telephone: (512) 320-8300

**Director Position 7:**

Name: Curtis Parrish  
Address: 904 Broadway, Lubbock TX 79401  
Telephone: (806) 775-1330

**Director Position 8:**

Name: Chuck Statler  
Address: 301 Oak Street, Abilene, TX 79602 Telephone:  
(325) 674-1235

**Director Position 9:**

Name: Bill McCay

Address: 904 Broadway, Lubbock TX 79401

Telephone: (806) 775-1335

**Director Position 10:**

Name: Dean Rucker

Address: 500 North Loraine Street, Suite 502, Midland, TX 79701

Telephone: (432) 688-4370

**Director Position 11:**

Name: Rick Wardroup

Address: 915 Texas, Lubbock TX 79401

Telephone: (806) 763-9900

**Director Position 12:**

Name: Andrea Marsh

Address: 727 East Dean Keeton Street, Austin, TX 78704

Telephone: (512) 232-6170

**Director Position 13:**

Name: Dan Hurley

Address: 1805 13<sup>th</sup> Street, Lubbock TX 79401

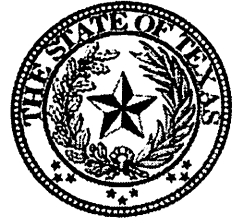
Telephone: (806) 771-0700

Adopted on June 22, 2020

Amended on July 31, 2020

**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)775-7954



**CHIEF PUBLIC DEFENDER**

Edward Ray Keith Jr.

**DEPUTY PUBLIC DEFENDER**

Keri Mallon

**CHIEF FINANCIAL OFFICER**

Amy Sharb

**SYSTEM ADMINISTRATOR**

Elaine Nauert

Honorable Kevin Benton  
County Judge  
County of Montague  
PO Box 475  
Montague, Texas 76251

Via email: [co.judge@co.montague.tx.us](mailto:co.judge@co.montague.tx.us)

**RE: Formation of Regional Public Defender Office Local Government Corporation; Approval of Interlocal Agreement.**

Honorable Judge Lewis:

First, let me thank you and Montague County for contracting with and partnering with Lubbock County and the Regional Public Defender for Capital Cases (RPDO) in providing qualified legal defense teams to represent indigent capital murder defendants in your jurisdiction. The program has grown tremendously and now more than 184 eligible counties in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> Administrative Judicial Regions participate in the program. The RPDO now has offices in Lubbock, Wichita Falls, Terrell, Angleton, Austin and San Antonio.

Because of the growth and success that RPDO has enjoyed, earlier this year the Lubbock County Commissioners Court, with the collaboration of the RPDO Oversight Advisory Board, decided to move forward with creating the Regional Public Defender Office Local Government Corporation (RPDO-LGC). As a local government corporation, the RPDO-LGC, on behalf of Lubbock County, will take over providing legal defense services to indigent defendants for participating counties who enter into interlocal agreements with the RPDO-LGC. In other words, the RPDO-LGC will provide the exact same services that the previous RPDO had been providing for your county.

However, since the RPDO-LGC is a separately incorporated legal entity, **it will be necessary for each participating county, by January 1, 2021, to enter into a new interlocal agreement with the RPDO-LGC as the current RPDO office will cease to exist as of December 31, 2020.** Enclosed is a new interlocal agreement for your consideration. The substantive terms and conditions of the agreement, including fees charged to the County, are the same as the current interlocal agreement your county has with the RPDO. From the County's standpoint, there should be little, if any, change in how the program operates.

Angleton  
(979)266-7613

Austin  
(512)756-4621

Lubbock  
(806)775-1522

San Antonio  
(210)886-8789

Terrell  
(972)551-0100

Wichita Falls  
(940)264-6169

I've also enclosed for your records a copy of the RPDO-LGC Articles of Incorporation and the makeup of the Board of Directors.

We are excited about this new development and look forward to Montague County continuing to be a part of the program. If you have any questions, please do not hesitate to contact me or Ray Keith, RPDO Chief Public Defender.

Sincerely,



William Cox  
RPDO-LGC Board Chair  
First Asst. Public Defender, El Paso County



---

Edward Ray Keith, Jr.  
Regional Public Defender for Capital Cases

*Enclosures:*

*Interlocal Agreement*  
*Board of Directors*  
*Articles of Incorporation*





Montague County, TX

## Bank Transaction Report

### Transaction Detail

Issued Date Range: 10/01/2019 - 02/29/2020

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: 0611 - General Fund							
10/02/2019		DFT0000033	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	3.38
10/02/2019		DFT0000034	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	14.50
10/02/2019		DFT0000035	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-4.18
10/02/2019		DFT0000036	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-17.86
10/11/2019		134153	TCDRS Reversal	Accounts Payable	Outstanding	Check Reversal	39,046.57
10/16/2019		DFT0000046	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-49.62
10/16/2019		DFT0000047	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-222.80
10/16/2019		DFT0000048	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-212.10
10/16/2019		DFT0000064	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	1.04
10/16/2019		DFT0000065	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	11.84
10/16/2019		DFT0000066	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	4.48
10/16/2019		DFT0000067	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-1.76
10/16/2019		DFT0000068	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	23.63
10/16/2019		DFT0000069	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-7.60
10/17/2019		DFT0000050	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-24.80
10/17/2019		DFT0000051	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-94.72
10/17/2019		DFT0000052	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-106.24
10/17/2019		DFT0000053	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	7.66
10/17/2019		DFT0000054	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	57.24
10/17/2019		DFT0000055	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft Reversal	32.70
11/25/2019		DFT0000079	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-447.20
11/25/2019		DFT0000080	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-2,002.55
11/25/2019		DFT0000081	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-1,912.08
11/25/2019		DFT0000095	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-6,041.70
11/25/2019		DFT0000096	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-18,477.26
11/25/2019		DFT0000097	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-25,044.00
12/05/2019		DEP0000137	B00000089 CLPKT00045 BG:Direct Deposit	Cashiering	Outstanding	Deposit	240.00
12/05/2019		DEP0000137	B00000094 CLPKT00045 BG:Transfer Reports	Cashiering	Outstanding	Deposit	4,327.85
12/05/2019		DEP0000137	B00000092 CLPKT00045 BG:Direct Deposit	Cashiering	Outstanding	Deposit	748.00
12/05/2019		DEP0000137	B00000093 CLPKT00045 BG:Direct Deposit	Cashiering	Outstanding	Deposit	355.54
12/05/2019		DEP0000137	B00000090 CLPKT00045 BG:Direct Deposit	Cashiering	Outstanding	Deposit	6.00
12/05/2019		DEP0000137	B00000096 CLPKT00045 BG:Checks	Cashiering	Outstanding	Deposit	6,605.19
12/12/2019		DEP0000140	B00000098 CLPKT00046 BG:Checks	Cashiering	Outstanding	Deposit	158.00
12/12/2019		DEP0000140	B00000097 CLPKT00046 BG:Checks	Cashiering	Outstanding	Deposit	20,887.00
12/16/2019		DEP0000143	B00000106 CLPKT00047 BG:Transfer Reports	Cashiering	Outstanding	Deposit	303,862.99
12/18/2019		DEP0000150	B00000119 CLPKT00049 BG:Transfer Reports	Cashiering	Outstanding	Deposit	5,472.10

## Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/19/2019		<u>DEP0000154</u>	800000095 CLPKT00051 BG:Cash	Cashiering	Outstanding	Deposit	150.00
12/19/2019		<u>DEP0000154</u>	800000124 CLPKT00051 BG:Transfer Reports	Cashiering	Outstanding	Deposit	8,577.67
02/06/2020		<u>DEP0001111</u>	800000499 CLPKT00376 BG:Direct Deposit	Cashiering	Outstanding	Deposit	21,899.00
02/11/2020		<u>DEP0000236</u>	800000159 CLPKT00079 BG:Transfer Reports	Cashiering	Outstanding	Deposit	31,263.50
02/20/2020		<u>DFT0000150</u>	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-10.66
02/20/2020		<u>DFT0000151</u>	UNITED STATES TREASURY	Accounts Payable	Outstanding	Bank Draft	-45.56
Bank Account 0611 Total: (42)							389,033.19
Report Total: (42)							389,033.19

## Summary

Bank Account	Count	Amount
<u>0611 General Fund</u>	42	389,033.19
Report Total:	42	389,033.19

Cash Account	Count	Amount
<u>999 999-100 CHECKING ACCOUNT</u>	42	389,033.19
Report Total:	42	389,033.19

Transaction Type	Count	Amount
Bank Draft	18	-54,722.69
Bank Draft Reversal	9	156.47
Check Reversal	1	39,046.57
Deposit	14	404,552.84
Report Total:	42	389,033.19

# ***MESA BUSINESS MACHINES***

*AUTHORIZED SHARP, OKI, HP, & SAMSUNG DEALER*



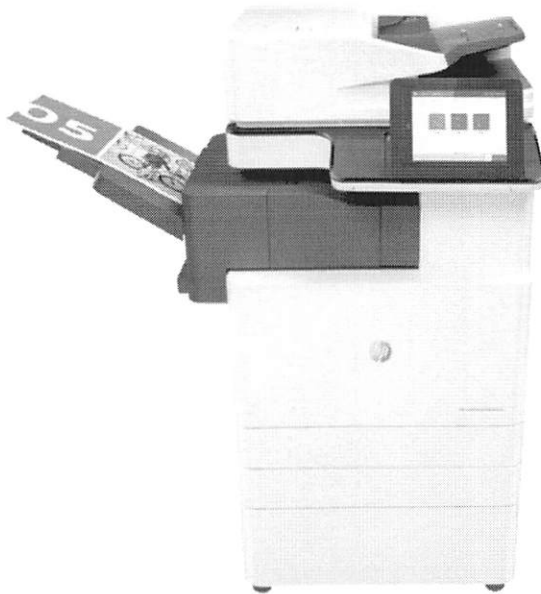
**For Montague County District Attorney  
Prepared by: Justin Bitz  
Mesa Business Machines  
1200 Austin St  
Wichita Falls, TX 76301**

940 723-0757  
accounting@mesabizmachines.com  
Quote good for 30 days 11/18/20



## Proposed Placement (NEW)

Location:	Machine Model	Quantity
<b>Office</b>  <b>Replacing Sharp MX3070N</b>  <b>Upgrade now and we will make your last 3 payments Dec, Jan, Feb \$540 saved</b>	<b>NEW HP E87650DN (A3)</b>  <b>50 ppm</b> Stand w/4 550 sheet Trays Total Duplex Printing, Copy, Scanning, Fax <b>Internal Finisher/Stapler</b> <b>Wireless Capability</b> HP SureStart Encryption Letter, Legal, Ledger Capability Color Unit	<b>1</b>



### Lease Price with Maintenance

Machine Cost per month

Leasing per Month  
60 month (\$1 Buyout)

**\$180.00\***

\*All lease rates are based on approved credit and may require a personal guarantee .  
All Leases have a one time \$95-105 document fee.

# Maintenance Agreement Pricing

Maintenance Agreement	Included Machines	Maintenance Cost per Click
<b>BW Copies/Prints</b>	HP E87650DN	12K BW Allowance per Year @ .02 Overage @.02 (5 Year / 60K)
<b>Color Copies/Prints</b>	HP E87650DN	3K COLOR Allowance per Year @ .065; Overage @ .065 (5 Year / 15K)

MAINTENANCE COVERAGE INCLUDES SERVICE, PARTS, BOARDS, SUPPLIES INCLUDED IN THIS AGREEMENT CONSIST OF CONSUMABLE SUPPLIES: TONER, DEVELOPER, CLEANING BLADES, DRUM BLADE, FUSER, PAPER FEED ROLLERS, AND CORONA WIRE.

DOES NOT INCLUDE PAPER, SURGE PROTECTORS

**We will beat any competitor price on comparable models!**

**Training, Setup, Installation, and haul away of old equipment is included at no additional cost.**

# **MESA BUSINESS MACHINES MISSION STATEMENT**

**IT IS THE MISSION OF MESA BUSINESS MACHINES TO:**

- 1. PROVIDE THE BEST EQUIPMENT, SERVICE AND SUPPLIES TO  
OUR CUSTOMERS.**
- 2. TO INTERACT WITH OUR CUSTOMERS IN A POSITIVE MANNER  
IN ORDER TO MAKE THE EXPERIENCE A REWARDING ONE FOR  
BOTH PARTIES.**
- 3. TO PATTERN OUR ACTIONS AFTER THE “GOLDEN RULE”  
KNOWING THAT WE SERVE A HIGHER PURPOSE THAN PROFIT  
ALONE.**
- 4. TO SHOW OUR CUSTOMERS THROUGH OUR ACTIONS THAT  
THE DECISION THEY MADE WHEN THEY CHOSE US AS THEIR  
SERVICE PROVIDER WAS THE RIGHT ONE.**

## Jennifer Fenoglio

---

**From:** email@theshopperonline.biz  
**Sent:** Monday, November 16, 2020 11:48 AM  
**To:** Jennifer Fenoglio  
**Subject:** RE: Montague Co Handbook

Hi Jen,

The price we came up with for the handbooks is a total of \$1185.00. That makes them \$5.93 per book. The price includes, set-up, trimming and putting together, and printing price. Let me know what you would like to do.

Have a blessed day.

Thank you,  
Nichi Stanley  
Administrative Assistant  
Montague County Shopper, Inc.  
306 Lindsey St.  
Bowie, TX 76230  
940-872-6186  
[www.theshopperonline.biz](http://www.theshopperonline.biz)

**The**  
**SHOPPE**  
**940-872-6186**

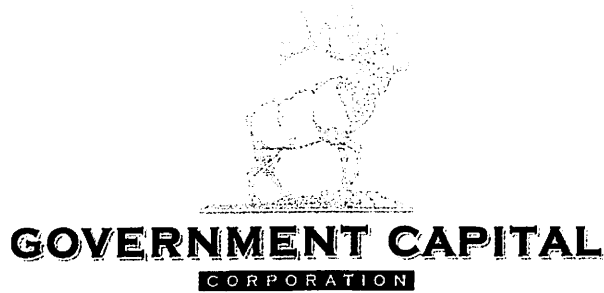
----- Original Message -----

Subject: Montague Co Handbook  
From: "Jennifer Fenoglio" <[j.fenoglio@co.montague.tx.us](mailto:j.fenoglio@co.montague.tx.us)>  
Date: Mon, November 09, 2020 11:44 am  
To: <[email@theshopperonline.biz](mailto:email@theshopperonline.biz)>

Please let me know what the cost will be to print 200 copies of this in booklet form as per my conversation with Jamie. Contact me with further questions.  
Thanks for all your help!

Thank you,  
*Jennifer Fenoglio*  
Montague County Treasurer  
940-894-2161 Office  
940-531-2052 Cell  
940-894-3110 Fax  
[j.fenoglio@co.montague.tx.us](mailto:j.fenoglio@co.montague.tx.us)





November 17, 2020

Commissioner Mike Mayfield  
Montague County  
(940) 531-8905

Dear Commissioner Mayfield,

Thank you for the opportunity to present proposed financing for Montague County. I am submitting for your review the following proposed structure:

ISSUER:	Montague County, Texas	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 210,988 \$ <u>79,941</u> \$ 290,929	
TERM:	<b><u>5 Annual Payments</u></b>	<b><u>6 Annual Payments</u></b>
INTEREST RATE:	2.914% <b><u>Fixed</u></b>	2.961% <b><u>Fixed</u></b>
PAYMENT AMOUNT:	\$ 61,575.46	\$ 52,092.90
PAYMENTS BEGINNING:	At-Signing, annually thereafter	

**Financing for these projects would be simple, fast and easy since:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

**Drew**

Drew Whittington  
Client Services  
Main: 817-421-5400

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*

**RESOLUTION #** \_\_\_\_\_

**A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING A MOTOR GRADER AND RELATED EQUIPMENT.**

WHEREAS, Montague County desires to enter into a certain Financing Agreement, by and between Government Capital Corporation and the Montague County, for the purpose of financing a Motor Grader and Related Equipment. Montague County desires to designate this Agreement as a "qualified tax-exempt obligation" of Montague County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Montague County desires to designate the County Judge as an authorized signer of the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE COURT OF MONTAGUE COUNTY:**

**Section 1.** That the Montague County enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring a Motor Grader and Related Equipment.

**Section 2.** That the Financing Agreement, by and between the Montague County and Government Capital Corporation is designated by Montague County as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

**Section 3.** That Montague County designates the County Judge as an authorized signer of the Financing Agreement, by and between Montague County and Government Capital Corporation.

**Section 4.** That should the need arise, if applicable, the County will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_ by a vote of \_\_\_\_\_ to \_\_\_\_\_ and is  
effective this \_\_\_\_\_, 2020.

<b>Montague County</b>	<b>Witness Signature</b>
X	X
<b>County Judge Signature</b>	<b>County Clerk Signature</b>
<b><u>Printed Name:</u></b>	<b><u>Printed Name:</u></b>
<b><u>Title:</u> County Judge</b>	<b><u>Title:</u> County Clerk</b>